

[illegible]

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001  
0002  
0003  
0004  
0005

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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

1. The purpose of this Amendment 0001 to W56HZV-04-R-V001 is to make the following changes:

SECTION A EXECUTIVE SUMMARY

5. Basis of Award: CHANGED

- a. Offerors whose proposal does not meet this requirement will be considered deficient, and their offer will be rejected.
- b. A single contract will be awarded to the source whose proposal represents an acceptable technical approach and including the capability to deliver the first ordering year estimated quantity of 378 ILAVs No Later Than 18 months after contract award and otherwise provides, in the Governments judgment, the most advantageous and realistic proposal, considering both non-price and price areas as described below:

Note: In Phase I, Technical performance beyond the minimum acceptable, as defined in this solicitation, will not be given extra evaluation credit. In Phase II, extra evaluation credit will be given for Objective Performance Capabilities beyond the threshold (minimum acceptable), as defined in the solicitation. The end result of Phase I will be on an acceptable/not acceptable basis.

8. Financial Capability and Facility Information: ADDED

d. In accordance with L.3.2.2, L.3.2.2.1, L.3.2.2.2, and L.3.2.2.3, Manufacturing Facilities information is due at the dedicated ILAV mailbox at ILAV@tacom.army.mil, by 21 April 06.

Note - the Key Tooling and Equipment and Production Approach information is not due until 5 May 06.

12. Responsibility: ADDED

In order to determine that offerors are deemed responsible and competent to perform on these contract(s), offerors will have to ensure the Government that they are in compliance with the standards listed in FAR 9.104. The Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: www.ccr.gov

CHANGED 52.204-4016 TACOM Electronic Contracting (2) the submitted file cannot exceed ten (10) megabytes.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

CLINs have been changed or deleted as follows:

- 0021AA - Deleted and marked as reserved
- 0031AA - Deleted and marked as reserved
- 0041AA - Deleted and marked as reserved
- 0051AA - Deleted and marked as reserved
- 00611A - Deleted and marked as reserved
- 0071AA - Changed narrative to exclude C.5.3
- 0081AA - Changed narrative to reference C.5.3
- 0091AA - Deleted references to section C
  - Added A006 (Corrective Action Report)
  - Added A007 (Training Manuals)

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.2 DELETED . . . and the contractors proposal which is referenced herein.

C.3.1.1 CHANGED The automotive test shall be conducted in accordance with Attachment 006 to verify the contractors vehicle safety, performance and durability. The contractor shall provide on-site technical assistance and spare parts support at the Aberdeen Proving Ground, MD test site to support the automotive testing up to 60 days. The contractor shall assist in resolution of any incidents that occur during the test process by submitting a Failure Analysis and Corrective Action Plan in accordance with CDRL A006.

C.3.2 CHANGED . . . identified during testing on all ILAVs, including vehicles already shipped to Iraq, at no additional cost to the Government.

C.4.1 DELETED At the start of work meeting, the contractor will present a process management plan for the ILAV.

C.4.2 ADDED In accordance with CDRL A001.

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**Name of Offeror or Contractor:**

- C.5.2.2.1 ADDED 378 ILAVs.
- C.5.2.2.2 ADDED 378 ILAVs. The fleet operational readiness goal is 90%
- C.5.3.3.1 ADDED In accordance with CDRL A002.
- C.5.3.3.2 ADDED In accordance with CDRL A002.
- C.5.4.1 ADDED In accordance with CDRL A003.
- C.5.4.3 ADDED In accordance with CDRL A004.
- C.5.5.1 ADDED In accordance with CDRL A007.
- C.6 DELETED and marked as reserved.

SECTION E INSPECTION AND ACCEPTANCE

ADDED 4. QUALITY CONFORMANCE INSPECTION (QCI) - The contractor shall perform QCI on each vehicle (100% inspection) and using an approved Final Inspection Record (FIR). Noncompliance with any of the requirements within the FIR shall be cause for rejection of the vehicle. Any vehicle containing one or more defects either shall not be submitted for Government acceptance of shall be corrected and re-examined and resubmitted without defects for Government acceptance.

SECTION F DELIVERIES OR PERFORMANCE

DELETED CLIN 0021AA, 0031AA, 0041AA, 0051AA, 0061AA delivery requirements.

ADDED (3) VEHICLE MANUALS (HARD COPY AND CD's), AS IDENTIFIED IN CDRL A007, SHALL BE DELIVERED NO LATER THAN SIXTY (60) DAYS AFTER CONTRACT AWARD.

SECTION I - CONTRACT CLAUSES

CHANGED 52.216-19 ORDER LIMITATIONS Minimum order: When the Government requires supplies or services covered by this contract in an amount of less than 95, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1.1 ADDED Except for the information provided in accordance with L.2.9, the offeror shall submit an electronic version via Email only of their proposal as specified below.

L.2.2 CHANGED Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Final proposals (including each volume) shall be submitted to offers@tacom.army.mil no later than 5 May 06. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. The Volumes shall be submitted electronically to ILAV@tacom.army.mil in the following types and quantities:

Volume		Electronic Copies
<u>Number</u>	<u>Title</u>	<u>(email only)</u>
	Cover Letter	1
Volume I	Phase I: Technical Acceptable/Not Acceptable	1
	Phase I: Delivery of the first ordering estimated quantity of 378 ILAVs no later than 18 months (Delivery compliance will be taken from Offerors Delivery Questionnaire, Attachment 003)	1
Volume II	Phase II: Factor 1: Delivery	1
Volume III	Phase II: Factor 2: Objective Performance Capabilities	1
Volume IV	Phase II: Factor 3: Price	1
Volume V	Phase II: Factor 4: Small Business Participation	1
Volume VI	Certifications & Representations	1

L.2.3 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. In accordance with FAR 15.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore the Offerors initial proposal should contain

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**Name of Offeror or Contractor:**

the Offerors best terms from a technical, delivery, and price standpoint. However the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The final proposal (including each volume) shall be submitted via Email to offers@tacom.army.mil. Collateral material (brochures and catalogs), in the English language, are to be sent electronically as an attachment in the email message.

L.2.6 CHANGED b) Paper copies of offers will not be accepted, except as provided in L.2.9.3.

L.3 CHANGED Offerors are required to submit this information using the U.S. Postal System or a courier service to TACOM-LCMC, AMSTA-AQ-ADB, MAILSTOP 326, ATTN: M.J. FRANZEN, WARREN, MI 48397-5000.

L.3.1 through L.3.1.4 have been renumbered.

L.3.1.4 ADDED Technical proposals are due at the dedicated ILAV mailbox at ILAV@tacom.army.mil by 28 April 06.

L.3.2.1 CHANGED Manufacturing facilities information (L.3.2.2, L.3.2.2.1, L.3.2.2.2, and L.3.2.2.3) is due to be submitted to the ILAV mailbox at ILAV@tacom.army.mil by 21 April 06. Key Tooling and Equipment (L.3.2.3) and Production Approach (L.3.2.4) information is due to be submitted with final proposals at offers@tacom.army.mil no later than 5 May 06.

L.3.2.2 DELETED . . . and long lead pacing items and vendor material.

L.3.2.2.2 DELETED . . . and long lead pacing items and vendor material.

L.3.2.5 DELETED and marked as reserved.

L.3.2.5.1 DELETED and marked as reserved.

L.3.2.5.2 DELETED and marked as reserved.

L.3.3.1.2 ADDED In Volume III, offerors shall describe their vehicle ballistic survivability approach and their vehicle blast mine survivability. Additionally, offerors shall provide supporting documentation to substantiate proposed levels of vehicle ballistic survivability and vehicle mine survivability; such as Government testing, safety confirmation, whole vehicle blast mine survivability test data, whole vehicle ballistic survivability test data, armor material recipe, modeling and simulation and material release.

L.3.3.1.3 CHANGED The offeror shall electronically submit commercial literature, and may electronically submit additional technical information, commercial literature, or other supporting data which demonstrates that their product meets the Objective Performance Capabilities, except as provided in L.2.9.3.

L.3.4.3.1.5 DELETE Inconsistencies or disconnects between the Price Volume and the corresponding CLS work scope offered in its Logistics Volume could adversely affect the offerors evaluation in both areas.

L.3.4.5.1 DELETED and marked as reserved.

DELETED 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL.

L.5 NEW MATERIAL ADDED

L.5.1 We intend to acquire only new material. Unless the contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new.

L.5.2 New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

**SECTION M EVALUATION FACTORS FOR AWARD**

M.1.4 ADDED Including Small Business Participation.

M.2.1 CHANGED Iraqi Security Forces.

M.2.1.1 CHANGED Offerors whose proposal does not meet this requirement will be considered deficient, and their offer will be rejected.

M.2.3 CHANGED Renumbered paragraphs

M.2.3.3 ADDED In evaluating delivery, the SSA will make a subjective assessment of the proposed delivery schedule and production approach. Delivery schedules beginning early are preferred. The Government will use the Harmonic Mean spreadsheet as a tool to

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evaluate the delivery schedule.

M.2.4.4 CHANGED Reference Specification Paragraph 3.1.13.

M.5 ADDED Notice of Responsibility - Per FAR Subpart 9.1, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible (that is, they meet the standards in FAR 9.104). The PCO may request/require a Pre-Award Survey to help ensure that a selected Contractor is responsible.

**EXHIBIT A CONTRACT DATA REQUIREMENTS LIST**

A001 through A005 CHANGED References and ADDED ACO to the distribution list.

A001 ADDED a) FOR THE INITIAL 180 DAYS AFTER CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A WEEKLY CONTRACT STATUS REPORT. THE WEEKLY STATUS REPORT SHALL DESCRIBE IN NARRATIVE FORMAT ALL SIGNIFICANT ISSUES/ACTIVITIES FOR THE CONTRACT TO INCLUDE STATUS OF EACH DELIVERABLE. ON A MONTHLY BASIS, THE CONTRACTOR SHALL CONDUCT A VERBAL REVIEW OF ALL ILAV EFFORTS WITH THE GOVERNMENT AS DIRECTED BY THE PROCURING CONTRACTING OFFICER (PCO) VIA DTV OR TELECONFERENCE.

A006 ADDED

A007 ADDED

ATTACHMENT 001 SPECIFICATION: DELETED and replaced in its entirety. (See ILAV website)

ATTACHMENT 002 TECHNICAL INFORMATION QUESTIONNAIRE: DELETED and replaced in its entirety. (See ILAV website)

ATTACHMENT 003 DELIVERY QUESTIONNAIRE: DELETED and replaced in its entirety. (See ILAV website)

ATTACHMENT 005 PRICING QUESTIONNAIRE: DELETED and replaced in its entirety. (See ILAV website)

ATTACHMENT 006 SHAKEDOWN TEST PLAN: DELETED and replaced in its entirety. (See ILAV website)

ATTACHMENT 007 DATA ITEM DESCRIPTIONS FOR CDRLs: DELETED and replaced in its entirety. (See ILAV website)

2. All other terms and conditions of the Solicitation remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 002 \*\*\*

1. The purpose of this Amendment 0002 to W56HZV-06-R-V001 is to make the following changes:

**SECTION A EXECUTIVE SUMMARY**

3b. CHANGED The contractor shall provide service and parts support at a location to be determined in Iraq for all routine scheduled and unscheduled maintenance for a period of twenty-four (24) months commencing with first vehicle delivery.

8a. DELETED . . . but no later than the date set for receipt of proposals, May 5,2006.

8b. CHANGED Payments under performance of the contract are anticipated to be made at time of end item deliveries and acceptance, except for the two years of CLS (maintenance, CLIN 0071AA and training, CLIN 0081AA).

8b (3) ADDED The contractor shall submit with their final proposal, a billing schedule for all CLS (maintenance, CLIN 0071AA and training, CLIN 0081AA). The proposed schedule shall be based on Government approval.

CHANGED A002 narrative from Amendment 0001. 52.216-19 ORDER LIMITATIONS Minimum order: 1.

**SECTION C SCOPE OF WORK**

C.5.2.2 CHANGED Contractor shall establish a 7 day a week, 12 hour a day operation of the Maintenance Facility with an on-call and after hour response availability. The required response time for on-call and after-hours situations is six (6) hours.

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C.5.3.3.2 CHANGED Direct Support Level (Remove 20 level).

SECTION I CONTRACT CLAUSES

DELETED 52.211-4019 SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES.

SECTION J LIST OF ATTACHMENTS\*

DELETED previous versions of Attachment 001, Specification (April 19, 2006) and REPLACED with changed updated version dated April 26, 2006.

DELETED previous versions of Attachment 002, Technical Information Questionnaire (April 19, 2006) and REPLACED with changed updated version dated April 26, 2006.

DELETED previous versions of Attachment 006, Shakedown Test Plan (April 19, 2006) and REPLACED with changed updated version dated April 26, 2006.

ADDED ILAV Production Vehicle Acceptance Test Plan date April 26, 2006.

\*The changes are referenced below.

SECTION K REPRESENTATIONS, CERTIFICATION, AND OTHER STATEMENTS OF OFFERORS

(e)(3) CHANGED Attachments 001-008.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.3.4.2 CHANGED Payments under performance of the contract are anticipated to be made at time of end item deliveries and acceptance, except for the two years of CLS (maintenance, CLIN 0071AA and training, CLIN 0081AA).

L.3.4.2.4 ADDED The contractor shall submit with their final proposal, a billing schedule for all CLS (maintenance, CLIN 0071AA and training, CLIN 0081AA). The proposed schedule shall be based on Government approval.

L.3.4.3.1.3.1 is renumbered.

L.3.5.1.2 is renumbered.

L.3.6.1.2 is renumbered.

SECTION M - EVALUATION FACTORS FOR AWARD

M.2.4.2 ADDED . . . or where an approach to meeting other requirements would not be considered acceptable.

\*ATTACHMENT 001 SPECIFICATION

ADDED asterisk to initial paragraph. Those requirements marked with asterisks (\*\*) contain an Objective Performance Capability.

3.1.1.24 ADDED UNIVERSAL SYMBOLS (ISO 3287 SYMBOLS FOR OPERATORS CONTROLS AND OTHER DISPLAYS) SHALL BE USED. IF UNIVERSAL SYMBOLS NOT AVAILABLE, USE ARABIC OR ENGLISH SYMBOLS/WORDS.

3.1.4.2 CHANGED VEHICLE SHALL HAVE 2 TOW EYES LOCATED ON THE FRONT AND 2 TOW EYES LOCATED ON THE REAR OF THE VEHICLE TO INTERFACE WITH THE PROVIDED TOW BAR.

3.1.6.3 CHANGED VEHICLE SHALL HAVE POWER TO ALL WHEELS.

3.1.9.1 CHANGED A 24 VOLT ELECTRICAL SYSTEM. THE FOLLOWING CIRCUITS SHALL BE PROVIDED AND OPERATE AT 24 VOLT.

3.1.10.2 CHANGED THE VEHICLE SHALL HAVE A DOOR CONFIGURATION WHICH SHALL ALLOW FOR SIMULTANEOUS INGRESS/EGRESS OF 2 FULLY EQUIPPED SOLDIERS (95TH PERCENTILE MALE WITH FULL COMBAT GEAR) OF WHICH A MINIMUM OF 1 SOLDIER SHALL BE ABLE TO INGRESS/EGRESS THROUGH THE REAR OF THE VEHICLE (THRESHOLD). SIMULTANEOUS INGRESS/EGRESS OF ADDITIONAL SOLDIERS IS AN OBJECTIVE CAPABILITY.

3.1.10.16 CHANGED GROUND CLEARANCE SHALL BE NOT LESS THAN 15 INCHES (THRESHOLD) WITH A 24 INCH OBJECTIVE. GROUND CLEARANCE IS THE MINIMUM VERTICAL DISTANCE FROM THE VEHICLE TO THE GROUND, EXCLUDING TIRES, WHEELS, AND ANY COMPONENTS LOCATED WITHIN EACH OF THE TIRE/WHEEL ASSEMBLY ENVELOPES.



Name of Offeror or Contractor:

\*ATTACHMENT 002 TECHNICAL INFORMATION QUESTIONNAIRE

The following are CHANGED or ADDED items to the TIQ. The offeror must provide answers to the following questions in their Technical proposal. This following information can also be found at the bottom of the TIQ, dated April 26, 2006.

- 2.k Engine compartment fire extinguisher system? If manual, location and number of activation handles?
- 2.x Are Universal Symbols used in all locations? If no, what symbols/words are being used?
- 7.g Is power provided to all wheels?
- 13.b Is a 24 volt electrical system provided?
- 13.c Is a 24 volt terminal block provided to power user supplied Harris RF 5800M-V201 radio? Rating: \_\_\_\_ amps (each)
- 14.h Is the vehicle equipped with the threshold requirement of allowing simultaneous ingress/egress of 2 fully equipped soldiers of which a minimum of 1 soldier shall be able to ingress/egress out the rear of the vehicle?
- 1\*\*) Does the vehicle exceed the threshold requirement? If yes, describe the door configuration and how it supports the objective of allowing for simultaneous ingress/egress of additional soldiers.
- 2) Provide supporting pictures or drawings of the vehicle showing all doors.
- 3) List and provide dimensions and locations of all doors.
- 14.q.2 Provide location of minimum vertical distance with supporting data and/or drawing:

\*ATTACHMENT 006 SHAKEDOWN TEST PLAN

ADDED header to Table 1.

- 4.1.1.24 ADDED Universal Symbols. The vehicle shall be visually inspected to confirm compliance to 3.1.1.24. Universal Symbols shall be used if available. If not, Arabic or English symbols/words shall be used.
- 4.1.6.3 CHANGED Drive Line. The vehicle shall be tested to verify conformance to 3.1.6.3. The vehicle shall have power to all wheels.

CHANGED Table 1 and test paragraphs to the following:

Voltage Requirement	3.1.9.1		Visual Inspection
Dash Terminal Block	3.1.9.1.1	4.1.9.1.1	Visual Inspection
Engine Starting Circuit	3.1.9.1.2	4.1.9.1.2	Visual Inspection
Charging System	3.1.9.1.3	4.1.9.1.3	Visual Inspection
Rifle Stowage	3.1.12.9	4.1.12.9	Visual Inspection
Driver 180 Deg	3.1.10.8	4.1.10.8	Test
Floor to Ceiling Height	3.1.10.10	4.1.10.10	Test
Seat Cushion to Ceiling Height	3.1.10.11	4.1.10.11	Test
Vehicle Climbing and Descending	3.1.11.9	4.1.11.9	Test
Slope Operation	3.1.11.10	4.1.11.10	Test
Vehicle Fording	3.1.11.12	4.1.11.12	Test

- 4.1.9.1.1 CHANGED Terminal Block. The contractor shall supply vehicle electrical schematics/specs for review to verify conformance to 3.1.9.1.1. The terminal block shall operate on 24 volts.
- 4.1.9.1.2 CHANGED Engine Starting. The contractor shall supply vehicle electrical schematics/specs for review to verify conformance to 3.1.9.1.2. The starting circuit shall operate on 24 volts.
- 4.1.9.1.3 CHANGED Charging System. The contractor shall supply vehicle electrical schematics/specs for review to verify conformance to 3.1.9.1.3. The vehicle charging system shall operate on 24 volts.
- 4.1.10.2 CHANGED Rear Door. The vehicle shall be visually inspected to verify conformance to 3.1.10.2. The vehicle shall have rear access with a one or two door configuration. Any additional doors shall be noted.
- 4.1.10.16 CHANGED Vehicle Ground Clearance. The vehicle shall be visually inspected to verify conformance to 3.1.10.16. The vehicle ground clearance should not be less than 15 inches or the proposed objective value (if applicable).

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4.1.12.9 CHANGED Stowage Crew and Squad AK-47s. The vehicle shall be visually inspected to verify conformance to 3.1.12.9. Vehicle shall have appropriate brackets to securely hold crew and squad AK-47 rifles during operations.

ADDED Appendix 1: 3,000 MILE SHAKEDOWN TEST.

\*ATTACHEMNT 008 ADDED ILAV PRODUCTION VEHICLE ACCEPTANCE TEST PLAN

2. All other terms and conditions of the Solicitation remain unchanged and in full force and effect.
3. The date and time for solicitation closing has not been extended and remains May 5, 2006 at 11:00 AM E.D.T.

\*\*\* END OF NARRATIVE A 003 \*\*\*

1. The purpose of this Amendment 0003 to W56HZV-06-R-V001 is to make the following changes:

CLIN 0021AA DELETED in its entirety.  
CLIN 0031AA DELETED in its entirety.  
CLIN 0041AA DELETED in its entirety.  
CLIN 0051AA DELETED in its entirety.  
CLIN 0061AA DELETED in its entirety.  
A006 corrected misspelling in the narrative.  
A007 corrected misspelling in the narrative.

Pursuant to paragraph A.9, Schedule of Events, financial capability and facility information was due on April 21, 2006, and technical factor information was due on April 28, 2006. To support the review effort by the Government, offerors must clearly highlight/mark/change the color of any change(s) to\~the original proposal.

L.2.4.8 ADDED Changes to Proposals - Any changes, additions or deletions to a previously submitted proposal document must clearly highlight/mark/change the color of any change(s) to the original proposal.

ATTACHMENT 001 - SPECIFICATIONS

3.1.12.1 CHANGED MINIMUM ONE WEAPON STATION RING MOUNT, LOCATED IN THE CREW OR SQUAD AREAS WITH HATCH ACCESS, CAPABLE OF ACCOMMODATING A PKM 7.62 MM MACHINE GUN. LOCATION AND OPERATION OF WEAPON STATION(S) SHALL NOT INTERFERE WITH DRIVER.

3.1.10.3 CHANGED ADDITIONAL HATCH(ES), IN ADDITION TO THE ONE PROVIDED WITH THE WEAPON STATION RING MOUNT (SEE 3.1.12.1), IS AN OBJECTIVE. THE ADDITIONAL HATCH(ES) CAN BE LOCATED IN THE CREW OR SQUAD AREAS.

2. All other terms and conditions of the Solicitation remain unchanged and in full force and effect.
3. The date and time for Solicitation closing has not been extended and remains May 5, 2006 at 11:00 AM E.D.T.

\*\*\* END OF NARRATIVE A 004 \*\*\*

1. The purpose of this Amendment 0004 to W56HZV-06-R-V001 is to make the following changes:

ATTACHMENT 001 SPECIFICATIONS

CHANGED  
3.1.10.16\*\* THE GROUND CLEARANCE OF THE VEHICLE SHALL MEET BOTH OF THE FOLLOWING REQUIREMENTS; (a) THE VEHICLE SHALL BE CAPABLE OF PASSING OVER AN OBSTACLE 13 INCHES TALL AND 24 INCHES WIDE THAT IS CENTERED UNDER THE VEHICLES LONGITUDINAL CENTERLINE WITHOUT ANY PART OF THE VEHICLE CONTACTING THE OBSTACLE (b) NO PART OF THE VEHICLE, EXLUDING THE TIRE/WHEEL ASSEMBLIES, SHALL BE LESS THAN 10 INCHES FROM THE GROUND.

ADDED  
3.1.10.17 THE OBJECTIVE IS TO HAVE NO PART OF THE VEHICLE, EXCLUDING THE TIRE/WHEEL ASSEMBLIES, LESS THAN 24 INCHES FROM THE GROUND.

ATTACHMENT 002 TECHNICAL INFORMATION QUESTIONNARIE

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**Name of Offeror or Contractor:**

ADDED to the end of the TIQ

12 (q) Does the ground clearance meet the required profile described in Paragraph 3.1.10.16 of the specification? \_\_\_\_\_. If the ground clearance exceeds the threshold requirement, answer the following:

- 1) Given the objective of 24 inches, what is the vehicles ground clearance?\_\_\_\_\_
- 2) Provide front and rear view drawings of the vehicle with the required (threshold) ground clearance profile superimposed in the appropriate location.

2. All other terms and conditions of the Solicitation remain unchanged and in full force and effect.

3. The date and time for Solicitation closing has not been extended and remains May 5, 2006 at 11:00 AM E.D.T.

\*\*\* END OF NARRATIVE A 005 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1      52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2006
2      52.214-4003 (TACOM)	ALL OR NONE	MAR/1998

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

3	52.217-4911 (TACOM)	NOTICE OF URGENT REQUIREMENT	NOV/2001
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TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

4 EXECUTIVE SUMMARY - COMMERCIAL VEHICLE (INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT) FOR IRAQI ARMED FORCES.

1. Reserved

2. System Overview

a. Mission Area. Iraqi Light Armored Vehicle (ILAV) designed and optimized primarily for employment and maneuver in small scale contingency (SSC) operations in complex and urban terrain. The wheeled LAV must be able to conduct effective combat operations immediately on arrival in the battle area. Through maneuver and ability to dismount troops it will be used to prevent, contain, stabilize, or resolve local clashes, and provide security while in transit.

b. System Description. The ILAV is a wheeled Infantry Carrier Vehicle (ICV). The ILAV will be capable of rapid employment in an urban environment to shape the battle in critical combat areas immediately upon notification of a terrorist action. The ILAV shall be capable of carrying not less than 10 crew members. The requirements will be met to the extent possible by a Non Developmental Items (NDI). When requirements cannot be met to an acceptable level by the NDI vehicle, a variant may be used.

3. Contract Overview

a. One contract will be awarded under this solicitation, and it will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with

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a minimum, guaranteed ordering quantity in the first year, and with two ordering periods up to a maximum quantity for the entire contract. Delivery Orders under the contract will be Firm Fixed Price. This acquisition is being issued under the authority of the Federal Acquisition Regulation (FAR) Part 12, which creates a simplified contract format using techniques that are similar to those used in private-sector contracting. These vehicles are required for the Iraqi Army to conduct operations in support of rebuilding and providing stability in Iraq. The supplies and services to fulfill these requirements are contained in this solicitation.

b. Contractor Logistics Support (CLS) - The contractor shall provide service and parts support at a location to be determined in Iraq for all routine scheduled and unscheduled maintenance for a period of twenty-four (24) months commencing with first vehicle delivery. See Section C of the RFP for details.

c. Contract Format

Section A - SUPPLEMENTAL INFORMATION  
Section B - SUPPLIES OR SERVICES AND PRICES/COSTS  
Section C - DESCRIPTION/SPECIFICATION/WORK STATEMENTS  
Section D - MANDATORY SHIPPING DIRECTIONS  
Section E - INSPECTION AND ACCEPTANCE  
Section F - DELIVERIES OR PERFORMANCE  
Section G - CONTRACT ADMINISTRATION DATA  
Section H - SPECIAL CONTRACT REQUIREMENTS  
Section I - CONTRACT CLAUSES  
Section J - LIST OF ATTACHMENTS  
Section K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS  
Section L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
Section M - EVALUATION FACTORS FOR AWARD

TACOM is soliciting offers to supply the following items:

Minimum Guaranteed Quantity: 95 each  
Estimated/Maximum 2-year quantity: 756 each  
Item Name: ILAV

Under this Indefinite-Quantity Contract the Government is only guaranteeing that the minimum guaranteed quantity will be ordered. However, it is estimated that over the 2-year ordering period, a total of 756 vehicles may be ordered.

4. Competition

Full and open competition using Source Selection Trade-off procedures, with motor vehicles being country source restricted under the Trade Agreements Act.

5. Basis of Award

a. This is an urgent requirement. The ILAVs to be acquired under this solicitation are urgently needed to support transition of security responsibility from coalition forces to the IAF. Therefore accelerated delivery of the ILAV is of paramount importance in the selection as noted below, and as specified in Section M. As such a required delivery schedule is not included in the RFP; offerors shall provide a proposed schedule for evaluation per Attachment 003 (Delivery Questionnaire). The only delivery requirement in the solicitation is that the first ordering year estimated quantity of 378 ILAVs must be delivered No Later Than 18 months after contract award. Offerors whose proposal does not meet this requirement will be considered deficient, and their offer will be rejected.

b. A single contract will be awarded to the source whose proposal represents an acceptable technical approach and including the capability to deliver the first ordering year estimated quantity of 378 ILAVs No Later Than 18 months after contract award and otherwise provides, in the Governments judgment, the most advantageous and realistic proposal, considering both non-price and price areas as described below:

c. There are two phases to the solicitation process. Phase I consists of a Delivery and Technical evaluation on an acceptable/non-acceptable basis. Those proposals found acceptable from a technical standpoint in Phase I and including the capability to deliver the first ordering year estimated quantity of 378 ILAVs No Later Than 18 months after contract award, will be evaluated in Phase II based upon Delivery, Objective Performance Capabilities, Price, and Small Business Participation. In Phase II, the Delivery Factor is more important than Objective Performance Capabilities Factor. The Objective Performance Capabilities Factor is somewhat more important than the Price Factor, and the Price Factor is significantly more important than the Small Business Participation Factor. Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror with the lowest price.

Note: In Phase I, Technical performance beyond the minimum acceptable, as defined in this solicitation, will not be given extra evaluation credit. In Phase II, extra evaluation credit will be given for Objective Performance Capabilities beyond the threshold

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(minimum acceptable), as defined in the solicitation. The end result of Phase I will be on an acceptable/not acceptable basis.

d. Offerors are requested to carefully review the Proposal Submission Requirements (Section L.) and Evaluation Criteria (Section M). If you have any questions regarding these sections or any other aspect of the solicitation please directly contact the Contracting Officer.

PLEASE READ SECTIONS L AND M CAREFULLY SO YOU UNDERSTAND WHAT IS TO BE SUBMITTED AND WHEN AND HOW IT WILL BE EVALUATED.

6. Affordability

The ILAV acquisition is based on a Commercial and Non-Developmental Item (CANDI) approach, with an accelerated delivery schedule. The purchase description for the ILAV provides industry the latitude, but not the requirement, to offer performance beyond the minimum requirements. Some of these improvements could impact your ability to expedite delivery and/or meet your proposed delivery schedule, which is also an important consideration in the acquisition, and also could be major cost drivers. Therefore, proven, low risk solutions with well-established performance levels, production capability, and costs are preferred. The funding available for the ILAV acquisition is based on, and limited by, this overall approach to the acquisition. The Governments target price for the ILAV is \$492,000 per vehicle. Proposals exceeding this amount will not be considered unaffordable by definition (See Section M.3, rejection of proposals) and will be evaluated in accordance with the price/non-price trade-offs outlined in Section L & M. The risk of becoming unaffordable, however, does increase with substantial growth above the \$492,000 figure.

7. No Discussions Anticipated

The Government intends to award a contract without holding discussions with Offerors. Thus, each Offeror must be careful to include any and all information requested in the solicitation at time of submittal to avoid being determined non-responsive to this request for proposals. However, the Government reserves the right to hold discussions should it deem them to be in its best interests in determining the best value proposal.

8. Financial Capability and Facility Information

a. The Offeror must provide the following information in electronic form for each of the Offerors three most recent fiscal years: (1) Balance Sheet, (2) Income Statement and (3) Statement of Cash Flows. These statements should be certified by your independent Certified Public Accountant (CPA) or equivalent. You must also provide the name, title, address, telephone number and e-mail address for a financial Point of Contact (POC) within your company. This POC may be contacted by Defense Contract Audit Agency (DCAA) if a Financial Capability assessment is performed on your company and a site visit by DCAA may be required. You must be prepared to support this analysis. If you know the DCAA office (name of the Supervisory Auditor, telephone number and e-mail) with cognizance of your company please provide that information. Additionally, offerors shall provide the facility portion of the Delivery proposals along with the financial data (see Section L for details). This information is due at the dedicated ILAV mailbox at ILAV@tacom.army.mil, by 21 April 06.

b. Payments under performance of the contract are anticipated to be made at time of end item deliveries and acceptance, except for the two (2) years of CLS (maintenance, 0071AA and training, 0081AA). Therefore, the offeror must provide the following information related to the impact of this contract on future cash flow projections during contract performance and completion:

1) Identify sources and amounts of financing available to insure contract operations (i.e.; long lead material, manufacturing labor, etc.) will continue until payment is rendered for end item deliveries.

2) Identify anticipated new arrangements in support of third party financing requirements upon contract award.

3) The contractor shall submit with their final proposal, a billing schedule for all CLS (maintenance, 0071AA and training, 0081AA). The proposed schedule shall be based on Government approval.

c. Offeror must be prepared to support this financing information as an integral part of its financial capability assessment.

d. In accordance with L.3.2.2, L.3.2.2.1, L.3.2.2.2, and L.3.2.2.3, Manufacturing Facilities information is due at the dedicated ILAV mailbox at ILAV@tacom.army.mil, by 21 April 06.

Note - the Key Tooling and Equipment and Production Approach information is not due until 5 May 06.

9. Schedule of Events

a. This is an accelerated acquisition in support of the new Government of Iraq, as set forth above. Offerors are advised that the Government intends to adhere to this schedule and should prepare to provide support to the submitted proposal in an expedited manner if requested. Extensions to the required date for proposal submission will not be granted. The major events are scheduled as follow:

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RFP Release	14 April 2006
Pre-Proposal Conference (Teleconference)	19 April 2006
Financial Capability & Facility Information due	21 April 2006
Technical (Phase I & II) Proposals Due	28 April 2006
Remainder of Proposal Due	5 May 2006
Contract Award	31 May 2006

10. Standards of Conduct - Improper Business Practices

Corruption or any other improper business practices related to this solicitation and the resulting contract will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

11. Clause Comment

Many clauses contained in this solicitation are applicable to U.S. and international companies. However, some apply only to U.S. firms and some only apply to international firms.

12. Responsibility

In order to determine that offerors are deemed responsible and competent to perform on these contract(s), offerors will have to ensure the Government that they are in compliance with the standards listed in FAR 9.104. The Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: [www.ccr.gov](http://www.ccr.gov)

\*\*\* END OF NARRATIVE A 001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT CONTRACT LINE ITEM NUMBERS (CLINs) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO ITEM NO. 0011 AND 0012:</p> <p>MINIMUM 2 YEAR QUANTITY: 95 EACH (THIS WILL BE ORDERED AT THE TIME OF THE BASIC CONTRACT AWARD).</p> <p>MAXIMUM 2 YEAR QUANTITY: 756 EACH</p> <p>ONLY THE MINIMUM 2 YEAR QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE IS A GOOD FAITH ESTIMATE.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative A001)				
0011	SECURITY CLASS: Unclassified				
0011AA	<u>ILAV SHAKEDOWN TEST SUPPORT</u>  THE CONTRACTOR SHALL BE RESPONSIBLE FOR ILAV SHAKEDOWN TEST SUPPORT AND ANY ALL ASSOCIATED COSTS IN ACCORDANCE WITH C.3. COSTS ARE SUBJECT TO, BUT NOT LIMITED TO THE FOLLOWING: DELIVERY OF THE TEST VEHICLE TO ABERDEEN TEST CENTER, ABERDEEN PROVING GROUND, MARYLAND AND BACK TO CONTRACTOR FACILITY, ON-SITE TECHNICAL ASSISTANCE AND SPARE PARTS SUPPORT. THE CONTRACTOR IS RESPONSIBLE FOR THE RETURN OF THE TEST VEHICLE TO LIKE NEW CONDITION.  OCONUS CONTRACTORS MUST TRANSPORT VEHICLE ON A U.S. FLAG VESSEL.  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination	1	LO	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB	<p><u>MINIMUM GUARANTEED QUANTITY</u></p> <p>95</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: IRAQI LIGHT ARMORED VEHICLE, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001), THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002) AND SCOPE OF WORK IN SECTION C.</p> <p>EACH VEHICLE SHALL BE SHIPPED WITH TWO OPERATOR MANUALS, ONE IN ENGLISH, ONE IN COMMON ARABIC READ BY EVERYDAY PEOPLE IN IRAQ (I/A/W C.5.5). BOTH MANUALS SHALL CONTAIN IDENTICAL INFORMATION. IF BOTH ARE OVERPACKED WITH THE VEHICLE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE WITH THE ENGLISH VERSION ONLY. THE REMAINING 20% WILL BE PAID UPON ACCEPTANCE OF ARABIC OPERATOR MANUAL FOR EACH VEHICLE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	95	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AC	<p>FIRST ORDERING YEAR - ILAV</p> <p>NOUN: IRAQI LIGHT ARMORED VEHLCE, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001), THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002) AND SCOPE OF WORK IN SECTION C.</p> <p>EACH VEHICLE SHALL BE SHIPPED WITH TWO OPERATOR MANUALS, ONE IN ENGLISH, ONE IN COMMON ARABIC READ BY EVERYDAY PEOPLE IN IRAQ (I/A/W C.5.5). BOTH MANUALS SHALL CONTAIN IDENTICAL INFORMATION. IF BOTH ARE OVERPACKED WITH THE VEHICLE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE WITH THE ENGLISH VERSION ONLY. THE REMAINING 20% WILL BE PAID UPON ACCEPTANCE OF ARABIC OPERATOR MANUAL FOR EACH VEHICLE.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST. 283	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	SECURITY CLASS: Unclassified				
0012AA	<div>SECOND ORDERING YEAR - ILAV</div> <div>NOUN: IRAQI LIGHT ARMORED VEHICLE, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001), THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002) AND SCOPE OF WORK IN SECTION C.</div> <div>EACH VEHICLE SHALL BE SHIPPED WITH TWO OPERATOR MANUALS, ONE IN ENGLISH, ONE IN COMMON ARABIC READ BY EVERYDAY PEOPLE IN IRAQ (I/A/W C.5.5). BOTH MANUALS SHALL CONTAIN IDENTICAL INFORMATION. IF BOTH ARE OVERPACKED WITH THE VEHICLE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE WITH THE ENGLISH VERSION ONLY. THE REMAINING 20% WILL BE PAID UPON ACCEPTANCE OF ARABIC OPERATOR MANUAL FOR EACH VEHICLE.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Origin</div>	EST. 378	EA	\$_____	\$_____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	SECURITY CLASS: Unclassified				
0071AA	<u>CLS - MAINTENANCE - 2 YEARS</u>  CONTRACTOR LOGISTIC SUPPORT SHALL BE PROVIDED UNDER CLIN 0071AA BY THE CONTRACTOR FOR 2 YEARS OF THE REQUIRED MAINTENANCE SPECIFIED IN C.5. (NOT INCLUDING C.5.3)  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination	EST. 1	LO		\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	SECURITY CLASS: Unclassified				
0081AA	<u>CLS - TRAINING - 2 YEARS</u>  CONTRACTOR LOGISTIC SUPPORT SHALL BE PROVIDED UNDER CLIN 0081AA BY THE CONTRACTOR FOR 2 YEARS OF THE REQUIRED TRAINING SPECIFIED IN C.5.3  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination	EST. 1	LO		\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091	SECURITY CLASS: Unclassified				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091AA	<u>TECHNICAL DATA</u>  TECHNICAL DATA AS SET FORTH IN CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) HEREINAFTER REFERRED TO AS EXHIBIT A.  (End of narrative B001)				
A001	<u>MANAGEMENT PLAN</u>  SECURITY CLASS: Unclassified  CONTRACTOR PROGRESS, STATUS & MANAGEMENT REPORT IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A001.  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003)      SEE NARRATIVE ON DD 1423			\$ ** NSP **	\$ ** NSP **
A002	<u>END OF COURSE REPORT</u>  SECURITY CLASS: Unclassified  COURSE TRAINING REPORT IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A002.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<u>MANAGEMENT PLAN</u>  SECURITY CLASS: Unclassified  PROGRESS AND STATUS REPORTS (MAINTENANCE) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A003.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination			\$ <u>    ** NSP **    </u>	\$ <u>    ** NSP **    </u>
A004	<u>FOLLOW ON SPARE AND REPAIR PARTS LIST</u>  SECURITY CLASS: Unclassified  CONTRACTOR PROPOSED SPARE PARTS LIST IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A004.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination			\$ <u>    ** NSP **    </u>	\$ <u>    ** NSP **    </u>
A005	<u>TRAINING PLAN AND MATERIALS</u>  SECURITY CLASS: Unclassified  TRAINING PLAN AND TRAINING MATERIALS IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A005.  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u>			\$ <u>    ** NSP **    </u>	\$ <u>    ** NSP **    </u>



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	(Y00003) SEE NARRATIVE ON DD 1423				
	<u>CORRECTIVE ACTION REPORT</u>  SECURITY CLASS: Unclassified  FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A006.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A007	<u>VEHICLE MANUALS</u>				
	SECURITY CLASS: Unclassified  VEHICLE MANUALS IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A007.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **

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**Name of Offeror or Contractor:**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 Purpose and Scope: This statement of work describes the outcomes that the contractor is required to achieve. The contractor shall produce and deliver ILAVs meeting the requirements of the specification set forth in Attachment 001 of this contract, and the incorporated approved Technical Information Questionnaire (TIQ), Attachment 002.

C.2 Production Effort: The contractor shall produce and deliver ILAVs which meet the requirements of the specification as set forth in Attachment 001 of this contract. As they are discovered, the Contractor shall immediately report to the Government lead-time issues that may impact schedule.

C.3 Test Support:

C.3.1 One of the initial vehicles produced by the contractor will be selected by the Government for a Government conducted automotive shakedown test. Although it is not planned, the Government reserves the right to conduct tests in order to verify ballistic performance.

C.3.1.1 The automotive test shall be conducted in accordance with Attachment 006 to verify the contractors vehicle safety, performance and durability. The contractor shall provide on-site technical assistance and spare parts support at the Aberdeen Proving Ground, MD test site to support the automotive testing up to 60 days. The contractor shall assist in resolution of any incidents that occur during the test process by submitting a Failure Analysis and Corrective Action Plan in accordance with CDRL A006.

C.3.1.2 The contractor shall be responsible for transportation of their vehicle to the Government test facility, the return transportation to the contractors facility, and the return of the test vehicle to like new condition. This vehicle will be retained at the contractors facility, and it will be the last vehicle accepted of the first ordering year estimated quantity.

C.3.2 The contractor will be allowed to continue production and delivery of vehicles during the Government shakedown test, but the contractor shall correct any deficiencies identified during testing on all ILAVs, including vehicles already shipped to Iraq, at no additional cost to the Government. The Government also reserves the right to re-test the vehicle in order to verify ballistic performance.

C.4 Program Reviews and Documentation:

C.4.1 Start of Work Meeting: Not later than 7 days after contract award, a start of work meeting will be scheduled by the contractor and coordinated with the Government. If required, the contractor shall host a pre and post test meeting at their facility.

C.4.2 For the initial 180 days after contract award, the contractor shall provide a weekly contract status report in accordance with CDRL A001. The report shall describe in narrative format all significant issues/activities for the contract to include status of each deliverable. The contractor shall conduct a verbal monthly review of all ILAV efforts with the Government as directed by the Procuring Contracting Officer (PCO) via DTV or teleconference.

C.5 Contractor Logistics Support

C.5.1 General - The Contractor shall provide Contractor Logistics Support (CLS) for the Iraqi Light Armored Vehicle (ILAV). The CLS shall consist of the following elements: vehicle maintenance to cover Routine and Non-Routine maintenance through Depot Level support; train-the-trainer operator/driver and maintenance training to an intermediate or Direct Support Level; spare and repair parts support; and manuals. The CLS effort shall include and be focused on transitioning from the contractor providing and performing all effort and being totally responsible, through the contractor being responsible and the Iraqi personnel performing, to the end state of the Iraqi personnel performing and being responsible and the contractor providing guidance. The location of this effort will be at a location to be determined in Iraq.

C.5.1.1 The contractor is responsible for performing all actions necessary in preparation for, support to, and performance of the actual in-country portion of the CLS effort. The duration of the in-country portion of the CLS effort will be 24 months in length, commencing at the delivery of the first vehicle to the at a location to be determined in Iraq. For planning purposes the contractor should expect initial vehicle delivery at a location to be determined in Iraq, no later than sixty (60) days after departure from the contractors loading dock. Anything not specifically stated as provided within this document, must be provided by the contractor.

C.5.1.2 At the end of the in-country period of performance, the contractor shall leave behind at the ILAV Maintenance Facility at a location to be determined in Iraq all unused spare and repair parts, lubricants, oil, grease, test, measurement and diagnostic equipment, vehicle specific equipment, and tools and office equipment (such as desks, computers, filing cabinets).

C.5.2 Maintenance - A Maintenance Facility will be provided at a location to be determined in Iraq by the Multi-National Security Transition Command - Iraq for the Vehicle Maintenance mission. This facility will be a heavy canvas clamshell with concrete floor (sprung). It will be approximately 300 feet by 120 feet. This space will be used for the Vehicle Maintenance mission as well as for the Training mission and parts storage. It will also provide working space for contractor office use. A translator(s) will be provided to the contractor personnel as necessary. All utilities will be provided free of charge to the contractor for the contractors use.

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Fuel and generators will be provided for the use of the contractor personnel. Bathroom facilities will be available. There is sufficient real estate at a location to be determined in Iraq compound to provide safe, secure areas for driving vehicles during maintenance actions.

C.5.2.1 The contractor shall provide any and all tools, test, measurement, diagnostic and vehicle specific equipment necessary for the maintenance of 378 ILAVs in accordance with the Contractor's delivery schedule. The contractor shall provide mechanics skilled in all areas of maintenance for the ILAV, to include the opaque and transparent armor. All tools, test, measurement, and diagnostic equipment and vehicle specific equipment shall be left at a location to be determined in Iraq at the end of the CLS contract period of performance. The contractor shall not be responsible for facilitating the Maintenance shop for follow-on tool, test, measurement, diagnostic or vehicle specific equipment support after the period of performance is completed, other than the previously mentioned left behind shop items.

C.5.2.2 The contractor shall provide any and all vehicle maintenance, repair, and spare parts to support 378 each ILAVs. The maintenance and repair responsibility is for all routine and non-routine maintenance requirements of the vehicles. Routine Maintenance, for this effort, is defined as the scheduled actions necessary to adhere to manufacturer recommend service intervals. Non-Routine, for this effort, is defined as all unscheduled actions necessary to service and / or repair vehicles. Accident and / or Combat Damage repair is not included in this scope of work. The contractor shall inspect each ILAV upon delivery, repair any damages, correct fluid and grease levels as appropriate, and replace anything that may be missing. The contractor shall provide vehicle maintenance and repair from the lowest level maintenance through Depot Level. Depot Level maintenance and repair entails repair, rebuilding, and major overhaul of vehicles, parts, assemblies, and subassemblies. For planning purposes the Contractor should base Maintenance projection on the vehicles being driven 36,000 miles per one (1) year period of time. The contractor shall have personnel qualified to perform all levels of routine and non-routine maintenance, to include armor (transparent and opaque) maintenance and repair. The contractor shall have personnel qualified to assess, trouble shoot, and repair all vehicles. Contractor shall schedule and perform routine maintenance on each ILAV at the appropriate scheduled interval. All service shall be performed within reasonable timelines. Contractor shall establish a 7 day a week, 12 hour a day operation of the Maintenance Facility with an on-call and after hour response availability. The required response time for on-call and after-hours situations is six (6) hours. The standard for maintenance action completion shall be as follows: all routine maintenance per vehicle will be completed within one (1) day of vehicle induction and all non-routine maintenance will be completed within three (3) days of vehicle induction for service. The fleet operational readiness goal is 90%. The contractor personnel shall notify the Contracting Officer Representative (COR) if a vehicle has been assessed to be non-repairable under the auspices of this contract.

C.5.2.3 The contractor will be responsible for ensuring the work area is secured properly at the end of each business day. Contractor personnel shall be responsible for the cleanup of their work areas daily and for knowledge of and compliance with local safety standards. The contractor should ensure that quality service and repair work is performed on all vehicles, at all times. In the event of a maintenance shop accident or any other incident involving hazardous materials (HAZMAT), contractor personnel shall take appropriate action to contain the problem immediately and notify proper authorities, in accordance with local requirements. HAZMAT will be identified with appropriate Material Safety Data Sheets (MSDS), labeled and stored accordingly. Unserviceable tires and batteries will be stored in one location and coordinated with the local representative for disposal instructions.

**C.5.3 Training**

C.5.3.1 The Maintenance Facility provided by the Multi-National Security Transition Command - Iraq for vehicle maintenance under this contract, will also be used for the Vehicle Training (See C.5.2.2.). A translator(s) will be provided to the contractor, as necessary. The contractor is responsible for providing qualified instructors to meet the goals of this Training Mission. All training will be performed inside a location to be determined in Iraq. The contractor shall determine how many vehicles will be required for the training mission and to obtain these vehicles from vehicles that have been delivered under this contract. The contractor shall coordinate any issues on vehicle availability with the Contracting Officer Representative (COR).

C.5.3.2 The training shall be performed as Train-the-Trainer training and shall consist of both Operator and Maintenance Training. The goal of the training is to train the Iraqi personnel to be able to take over the operation of the Maintenance Facility and to perform future Operator/Drive Training themselves. The Contractor shall plan to reach this goal through a phased approach. The initial phase shall consist of the contractor personnel being totally responsible, in charge, and providing training; phase two (2) shall consist of the contractor personnel starting to transition responsibility for work accomplishment to the Iraqi personnel while the contractor continues to provide strong contractor presence, side-by-side work, and tutelage; and in phase three (3) the Iraqi personnel should be fully trained and responsible for the performance of all maintenance and operator/driver missions with only support and coaching from the contractor personnel. There will be a different set of students for the Operator / Driver training and for the Maintenance Training. There is sufficient real estate within a location to be determined in Iraq to provide safe, secure areas for the operation and driving of vehicles during training classes. Upon course completions, the Contractor shall provide a Certificate of Course Completion to each student who successfully completes the course of instruction.

C.5.3.3 In accordance with CDRL A005, the contractor shall provide all necessary training aids, tools, and devices. The contractor shall develop Student Guides and Instructor Guides to be utilized during the training and to be provided to each student upon completion of the training course for their use in future training. These guides shall be translated into Arabic. An English and a translated Arabic version of these guides shall be provided to the COR for approval prior to initiation of training and prior to mass reproduction of the guides. Once approved by the COR, mass reproduction of the guides can be done and training can commence. The contractor is

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responsible for providing hard copies sufficient for the training effort. In addition, an Instructor Guide and a Student Guide shall be downloaded to Compact Disk (CD) and six (6) CDs of each type training (Operator / Driver and Maintenance) are to be furnished as follows, five (5) CDs to the Maintenance Shop and one (1) CD to the COR for future reference and use.

C.5.3.3.1 The Operator/Driver Training, in accordance with CDRL A002, shall consist of basic drivers training, Operator Preventive Maintenance Checks and Services (PMCS) and safety. The training shall ensure safe operation of the vehicle. The training provided shall be specific to the ILAV and shall be performed on the ILAV (CDRL A002). There will be approximately 90 students to be trained for the Operator / Driver training. The contractor shall provide up to ten (10) iterations of the course. Each iteration shall be limited to ten (10) students. The contractor should expect the skill level of students to be basic. The students will be available immediately to begin training. It is anticipated that an Operator Training course may take up to 2 weeks to complete.

C.5.3.3.2 The Maintenance Training, in accordance with CDRL A002, shall consist of intermediate or Direct Support Level vehicle training and shall be provided to the Iraqi Armys Regional Support Unit (RSU) Maintenance Companies. Students from three RSUs will receive this training (Al Asad, Al Kasik and KMTB). The training provided shall be specific to the ILAV and shall be performed on the vehicle. There will be approximately 50 students to be trained in all maintenance actions from Operator Preventive Maintenance Checks and Services (PMCS) through Direct Support Level maintenance. The contractor should expect the skill level of the students to be basic. The students will be available to begin training immediately. The contractor shall provide a phased approach to this training to ensure the goal of Iraqi performance of the Maintenance mission at the completion of the contractors 24-month in-country period of performance, as cited in C.5.1.

**C.5.4 Spare and Repair Parts Support**

C.5.4.1 The contractor shall determine and stock at a location to be determined in Iraq, Iraq spare and repair parts and vehicle lubricant, oil, and grease sufficient to support vehicle maintenance as defined in C.5.2. and the training mission. The Maintenance Facility clamshell (see Para C.5.2.2.), provided for the contractors use during the term of the performance period, will be available for spare and repair parts storage. The contractor shall keep usage data on all supplies. On a weekly basis, the contractor shall provide this spare and repair parts, lubricant, oil, and grease usage data in a written report to the COR in accordance with CDRL A003. The contractor shall maintain a reasonable stockage at all times during the period of performance of the contract, replenishing the parts, lubricant, oil, and grease in the stockage as they are used; and adding or revising the specified parts listings to reflect actual usage. All unused Spare and Repair Parts, lubricant, oil, and grease shall be left behind at the ILAV Maintenance Facility at a location to be determined in Iraq at the end of the contract performance period.

**C.5.4.2 Reserved.**

C.5.4.3 Six months prior to the end of the in-country contract period of performance, the Contractor shall provide the Contracting Officer Representative (COR) and the US Army TACOM Procuring Contracting Officer (PCO) a recommended spare and repair parts, lubricant, oil and grease listing based upon actual usage data accumulated by the contractor during the period of performance in accordance with CDRL A004. This listing shall be sufficient to maintain a fleet of 378 vehicles for a period of one (1) year.

C.5.4.4 The contractor shall ensure future availability of both spare and repair parts for the ILAV. The contractor shall be the responsible source of supply for all spare and repair parts or provide the applicable contact information and sources of supply to ensure the future availability of parts support.

C.5.4.5 The contractor is not responsible to supply any parts, lubricant, oil, or grease distribution from a location to be determined in Iraq to any location outside of a location to be determined in Iraq. The contractor is not responsible for any distribution to any other location within Iraq or outside Iraq. The contractors responsibility is a location to be determined in Iraq, within the compound only.

**C.5.5 Manuals**

C.5.5.1 The contractor shall provide Standard Commercial Operators Manuals with each vehicle, in accordance with CDRL A007, one (1) in English and one (1) translated into common Arabic read by everyday people in Iraq. The contractor shall provide 5 complete hard copy sets of Manuals, each set consisting of one (1) each of the Standard Commercial Manuals and Supplements (to cover major components) as follows: Operators; Service / Maintenance; Armor Care & Maintenance; and Parts. Additionally 6 Compact Disks shall be provided, each disk containing one complete set in both languages. Five (5) CDs and the five (5) complete hard copy sets of manuals are to be furnished to the ILAV Maintenance Shop at a location to be determined in Iraq in both English and Arabic (Iraqi). One (1) of the six (6) CDs shall be provided to the COR. These manuals will be left at a location to be determined in Iraq at the conclusion of the performance period.

**C.5.6 Living Facilities and Security**

C.5.6.1 At a location to be determined in Iraq is a Coalition base with U.S. and Coalition Forces providing security. Secure transportation will be provided to contractor personnel by the National Maintenance Contractor, free of charge to the contractor. The contractor shall provide armor vests and helmets to their in-country personnel.

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C.5.6.2 At a location to be determined in Iraq has sufficient life support for students and contractors. Contractors will have housing provided for them. This housing will be within the secure compound at a location to be determined in Iraq. It will be near to the ILAV Maintenance and Training Facility. Bathroom facilities will be available. Meals will be furnished free of charge to the contractor personnel. U.S. Military Medical facilities will be available for the use of the contractors at a location to be determined in Iraq.

C.5.6.3 The students will have meals furnished free of charge by the Iraqi Armed Forces (IAF), in the IAF dining rooms.

C.6 Reserved

\*\*\* END OF NARRATIVE C 001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	NOV/2005

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-06-R-V001 <b>MOD/AMD</b>	<b>Page 29 of 88</b> <b>REPRINT</b>
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PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	NOV/2005

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

- (d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:
- (1) The quantity is over one (1) gross of the same national stock number,
  - (2) Use enhances handling and inventorying,
  - (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
  - (4) The unit pack is less than 64 cubic inches,
  - (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-V001      MOD/AMD</p>	<p style="text-align: center;"><b>Page 30 of 88</b></p> <p style="text-align: center;">REPRINT</p>
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(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."

(4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

(h) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: N/A

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[End of Clause]



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**Name of Offeror or Contractor:**

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

[    ] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system

[XXX] ISO 9001:2000 (untailored) or comparable quality system

[    ] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

3	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:

(Name) (CAGE)

(Address) (City) (State) (Zip)

ACCEPTANCE POINT:

(Name) (CAGE)

(Address) (City) (State) (Zip)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-06-R-V001 <b>MOD/AMD</b>	<b>Page 33 of 88</b> REPRINT
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4            QUALITY CONFORMANCE INSPECTION (QCI)

The contractor shall perform QCI on each vehicle (100% inspection) and using an approved Final Inspection Record (FIR). Noncompliance with any of the requirements within the FIR shall be cause for rejection of the vehicle. Any vehicle containing one or more defects either shall not be submitted for Government acceptance of shall be corrected and re-examined and resubmitted without defects for Government acceptance.

\*\*\* END OF NARRATIVE E 001 \*\*\*

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE FOR DELIVERY ORDERS

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) For subsequent delivery orders, start deliveries as set forth below in subparagraph (b). Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You can deliver more than the maximum number of units every thirty days at no additional cost to the Government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) OFFERORS ARE ADVISED THAT ADDITIONAL ORDERS MAY BE PLACED AT ANYTIME SUBSEQUENT TO THE AWARD OF THE FIRST DELIVERY ORDER; THIS COULD BE THE NEXT DAY, IN 4 MONTHS, ETC. THE ORDER(S) MAY BE FOR QUANTITIES OF UP TO THE REMAINING 2 YEAR MAXIMUM ESTIMATED QUANTITY OF 756 VEHICLES. ORDERS MAY BE PLACED AFTER THERE IS OR WILL BE A BREAK-IN-PRODUCTION. FOR PURPOSE OF CLINS 0011AB AND 0011AC, ASSUME NO BREAK IN PRODUCTION.

(2) FOR DELIVERY ORDERS PLACED DURING THE 2ND ORDERING YEAR FOR THE 2ND YEAR ESTIMATED QUANTITY OF 378 VEHICLES ON CLIN 0012AA, I SHALL DELIVER A QUANTITY OF \_\_\_\_ EACH EVERY 30 DAYS STARTING \_\_\_\_ DARO.

(3) VEHICLE MANUALS (HARD COPY AND CD's), AS IDENTIFIED IN CDRL A007, SHALL BE DELIVERED NO LATER THAN SIXTY (60) DAYS AFTER CONTRACT AWARD.

\*\*\* END OF NARRATIVE F 001 \*\*\*

	Regulatory Cite	Title	Date
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
4	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
5	52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: Aberdeen Test Center, Aberdeen Proving Grounds, Maryland

[End of Clause]

6	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-V001      MOD/AMD</p>	<p style="text-align: center;"><b>Page 35 of 88</b></p> <p style="text-align: center;">REPRINT</p>
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one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

7	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
	(TACOM)		

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

8	52.247-4010	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
	(TACOM)		

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____	_____
(NAME)	(LOCATION)

- (3) Facilities for shipping by water

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

- (4) Facilities for shipping by motor

Name of Offeror or Contractor:

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:\_\_\_\_\_/Unit      MOTOR:\_\_\_\_\_/Unit      WATER:\_\_\_\_\_/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

H.2 DEPLOYMENT - Contractor personnel deployed in support of the ILAV contract and identified by the Procurement Contracting Officer (PCO) in a separate signed Contractor Letter of Authorization (LOA) are to be granted the following privileges:

- a. Common Access Card (CAC), Geneva Convention Card (DD Form 489), and ration cards.
- b. Army and Air Force Exchange Services Facilities (MIL Exchange) (includes rationed items) (See AR 60-20).
- c. Military Clothing Sales for repair and replacement of issued equipment (See AR 60-20).
- d. Military Banking Facilities and Finance Accounting Office (FAO).
- e. Government transportation (i.e. aircraft, auto, bus, train, etc.) for official government travel.
- f. Morale and Welfare Recreational Facilities (i.e. Clubs, Theaters, Gyms, etc.).
- g. Commissary (including rationed items).
- h. Issue of petroleum and oil products for Rental and/or Government Vehicles (See AR 60-20).
- i. Billets
- j. Messing facilities.
- k. Customs Exemption.
- l. Medical/Dental services: (Must be Specific, and coordinate with theater Surgeon's office (subject to availability)).
- m. Military postal Services (APO) (subject to availability).
- n. Dependants are not authorized to accompany the contractor.
- o. Contractor is considered as "Key Personnel, Department of the Army Civilian" in connection with the Non-Combatant Evacuation Orders at the equivalent civil service grade listed on the LOA.
- p. If the vendor permits, the named bearer on the LOA is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair is not available to Contractors.
- q. Emergency medical support will be determined by the appropriate supported commander. Contractor authorization aboard military aircraft will be determined by the supported commander. Necessary identification badges will be determined and provided by the supported command.

\*\*\* END OF NARRATIVE H 001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
2	252.225-7013	DUTY-FREE ENTRY	JUN/2005
3	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.)	MAR/2006
4	252.228-7003	CAPTURE AND DETENTION	DEC/1991
5	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES	JUN/2005

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.
- (2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--



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(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or exercises designated by the Combatant Commander.

[End of Clause]

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar

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days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

7	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005
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(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

8	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	MAR/2005
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil) If Wide Area Workflow (WAWF) is used, the .pdf format version of the Material Inspection and Receiving Report from WAWF will be submitted.

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(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfoforminfopage2126.html>

[End of Clause]

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2006
2	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
4	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
5	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
6	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
8	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
9	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
10	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
11	52.247-29	F.O.B. ORIGIN	JUN/1988
12	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
13	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
14	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
15	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
16	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
17	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2006

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[XX] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[ ] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[XX] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

[ ] (4) [Reserved]

(5)

[ ] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[ ] (ii) Alternate I (Oct 1995) of 52.219-6.

[ ] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

[ ] (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[ ] (ii) Alternate I (Oct 1995) of 52.219-7.

[ ] (iii) Alternate II (Mar 2004) of 52.219-7.

[XX] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

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(8)

[XX] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

[ ] (ii) Alternate I (Oct 2001) of 52.219-9.

[ ] (iii) Alternate II (Oct 2001) of 52.219-9.

[ ] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10)

[ ] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[ ] (ii) Alternate I (June 2003) of 52.219-23.

[XX] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[XX] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[ ] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

[XX] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

[XX] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[XX] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

[XX] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[XX] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

[XX] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[XX] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)

[ ] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

[ ] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[ ] (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

(24)

[ ] (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

[ ] (ii) Alternate I (Jan 2004) of 52.225-3.

[ ] (iii) Alternate II (Jan 2004) of 52.225-3.

[ ] (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ ] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by

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the Office of Foreign Assets Control of the Department of the Treasury).

- [ ] (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- [ ] (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- [ ] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [ ] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [XX] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- [ ] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- [ ] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- [ ] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (35)
- [ ] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
- [ ] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- [ ] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
- [ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- [ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

18      52.216-18      ORDERING      OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through 2 years from the Date of Contract Award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

19      52.216-19      ORDER LIMITATIONS      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 378.

(2) Any order for a combination of items in excess of 756; or

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.



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[End of Clause]

20 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 1/2 years after Contract Award.

[End of Clause]

21 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS MAR/2006

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[XX] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[ ] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[XX] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

[ ] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

[ ] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

[XX] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

[XX] 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

[ ] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

[XX] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) ( [ ] Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

[XX] 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

[XX] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

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- [XX] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [ ] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ( [ ] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [ ] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- [XX] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- [XX] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [XX] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [XX] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- [ ] 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- [XX] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [XX] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ( [ ] Alternate I) (MAR 2000) ( [ ] Alternate II) (MAR 2000) ( [ ] Alternate III) (MAY 2002) (10 U.S.C. 2631).
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

22

52.204-7

CENTRAL CONTRACTOR REGISTRATION

OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the

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discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

23

52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

SEP/2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall

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immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer

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a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

24      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

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(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
- (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

- 25                      252.223-7001                      HAZARD WARNING LABELS                      DEC/1991
- (a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;



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- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

<u>MATERIAL (If None, Insert None.)</u>	<u>ACT</u>
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

26                      252.229-7011                      REPORTING OF FOREIGN TAXES--U.S. ASSISTANCE PROGRAMS                      SEP/2005

(a) Definition. Commodities, as used in this clause, means any materials, articles, supplies, goods, or equipment.

(b) Commodities acquired under this contract shall be exempt from all value added taxes and customs duties imposed by the recipient country. This exemption is in addition to any other tax exemption provided through separate agreements or other means.

(c) The Contractor shall inform the foreign government of the tax exemption, as documented in the Letter of Offer and Acceptance, country-to-country agreement, or interagency agreement.

(d) If the foreign government or entity nevertheless imposes taxes, the Contractor shall promptly notify the Contracting Officer and shall provide documentation showing that the foreign government was apprised of the tax exemption in accordance with paragraph (c) of this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for commodities that exceed \$500.

[End of Clause]

27                      252.246-7000                      MATERIAL INSPECTION AND RECEIVING REPORT                      MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

28                      52.204-4009                      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

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(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

29	52.211-4069 (TACOM)	WELDING INSPECTION REQUIREMENTS	MAR/2001
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(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

- (1) current or previous certification as an AWS Certified Welding Inspector; or
- (2) current or previous certification by the Canadian Welding Bureau (CWB); or
- (3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command  
ATTN: AMSTA-TR-E/Materials  
Warren, MI 48397-5000

[End of Clause]

30	52.223-4000 (TACOM)	ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS	SEP/1978
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(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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31                      52.247-4458                      GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION                      SEP/2000  
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length\_\_\_\_\_ x Width\_\_\_\_\_ x Depth \_\_\_\_\_(expressed in inches)/Weight expressed in \_\_\_\_\_ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)

(ii) Number of unit packages per shipping container \_\_\_\_\_ each

(iii) Gross weight of Shipping container and contents \_\_\_\_\_ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe: \_\_\_\_\_.

(ii) Number of Shipping containers per pallet/skid \_\_\_\_\_ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials \_\_\_\_\_ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)

(v) Gross Weight of Unit Load \_\_\_\_\_ Lbs;

[End of Clause]

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	14-APR-2006		
Attachment 001	SPECIFICATIONS	03-MAY-2006		ELECTRONIC IMAGE
Attachment 002	TECHNICAL INFORMATION QUESTIONNAIRE	03-MAY-2006		ELECTRONIC IMAGE
Attachment 003	DELIVERY QUESTIONNAIRE	19-APR-2006		ELECTRONIC IMAGE
Attachment 004	SMALL BUSINESS PARTICIPATION QUESTIONNAIRE	14-APR-2006		ELECTRONIC IMAGE
Attachment 005	PRICING QUESTIONNAIRE	19-APR-2006		ELECTRONIC IMAGE
Attachment 006	ILAV SHAKEDOWN TEST PLAN	26-APR-2006		ELECTRONIC IMAGE
Attachment 007	DATA ITEM DESCRIPTIONS FOR EXHIBIT A	19-APR-2006		ELECTRONIC IMAGE
Attachment 008	ILAV PRODUCTION VEHICLE ACCEPTANCE TEST PLAN	26-APR-2006		ELECTRONIC IMAGE

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS

NOTE: IN ADDITION TO THIS CLAUSE, PAY SPECIAL ATTENTION TO L.2 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft\* 2002 Office Products (TACOM can currently read OFFICE 2002\* and lower): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are not acceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Compression): NO FILES may be submitted in compressed form using Winzip\*, or an other self-extracting files. These are temporarily not acceptable due to computer worm/virus problems.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: E-MAIL ONLY. The only method to submit your offer is via e-mail. Address your offer to [offers@tacom.army.mil](mailto:offers@tacom.army.mil). DO NOT E-MAIL OFFERS TO THE BUYER IDENTIFIED IN BOX 9 OF THE SF1449. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be ten (10) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) Lateness rules for submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items", listed in Section K of this solicitation. Pay particular attention to paragraph (f) of that clause as it relates to the timing of e-mail submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic e-mail offers must include, as a minimum:

(1) The SF1449 cover sheet filled out. SIGNATURE: per (b)(1) above, this SF1449 cover sheet must be signed and included electronically. The E-mailed offer must also include a signed SF1449 cover sheet that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: DESTINATION TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) ATTACHMENTS 001-008 - These files, which are inclusive of the specifications and questionnaires, must be kept in their original file format when sent as part of your e-mail offer.

(4) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(5) Any other information required by the solicitation.

(6) SF1449 AND AMENDMENTS - When sending your email package, you must acknowledge and sign the first page of the SF1449 for any and all amendments to this solicitation

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect

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the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

\*Registered trademark

[End of Provision]

\*\*\* END OF NARRATIVE K 001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2006
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

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<b>Name of Offeror or Contractor:</b>		

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3(see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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**Name of Offeror or Contractor:**

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>)

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>)

(iii) ASSISTdocs.com (<http://assistdocs.com>)

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard> );

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following



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information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

4                    52.212-3                    OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I                    MAR/2005  
dated Apr 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

- [ ] TIN:\_\_\_\_\_.
- [ ] TIN has been applied for.
- [ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- [ ] Sole proprietorship;
- [ ] Partnership;
- [ ] Corporate entity (not tax-exempt);
- [ ] Corporate entity (tax-exempt);
- [ ] Government entity (Federal, State, or local);
- [ ] Foreign government;
- [ ] International organization per 26 CFR 1.6049-4;
- [ ] Other \_\_\_\_\_.

(5) Common Parent.

- [ ] Offeror is not owned or controlled by a common parent:
- [ ] Name and TIN of common parent:
- Name\_\_\_\_\_
- TIN\_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [ ] is [ ] is not a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) [ ] is [ ] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

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(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [ ] is [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [ ] is [ ] is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs). The offeror represents as part of its offer that it [ ] is [ ] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

<u>Number of Employees</u>	<u>Gross Revenues</u>
[ ] 50 or fewer	[ ] \$1 million or less
[ ] 51 - 100	[ ] \$1,000,001 - \$2 million
[ ] 101 - 250	[ ] \$2,000,001 - \$3.5 million
[ ] 251 - 500	[ ] \$3,500,001 - \$5 million
[ ] 501 - 750	[ ] \$5,000,001 - \$10 million
[ ] 751 - 1,000	[ ] \$10,000,001 - \$17 million
[ ] Over 1,000	[ ] Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It [ ] is [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- [ ] Black American.
- [ ] Hispanic American.
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [ ] has [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the

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United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.:\_\_\_\_\_ COUNTRY OF ORIGIN:\_\_\_\_\_

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products: [List as necessary]

LINE ITEM NO.:\_\_\_\_\_ COUNTRY OF ORIGIN:\_\_\_\_\_

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products: [List as necessary]

LINE ITEM NO.:\_\_\_\_\_ COUNTRY OF ORIGIN:\_\_\_\_\_

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "'Buy American Act--Free Trade Agreements--Israeli Trade Act': [List as necessary] Canadian or Israeli End Products

LINE ITEM NO.:\_\_\_\_\_ COUNTRY OF ORIGIN:\_\_\_\_\_

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "'Trade Agreements.'"

(ii) The offeror shall list as other end products those end products that are not U.S -made or designated country end products.Other End Products [List as necessary]

LINE ITEM NO.:\_\_\_\_\_ COUNTRY OF ORIGIN:\_\_\_\_\_

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items

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**Name of Offeror or Contractor:**

covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have ☐ have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: \_\_\_\_\_  
Listed Countries of Origin: \_\_\_\_\_

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certifica-tion(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

[End of Provision]

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Offerors are requested to indicate below the full Uniform Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

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[End of Provision]

6                      52.247-60                      GUARANTEED SHIPPING CHARACTERISTICS                      DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: \_\_\_\_\_ inches (Length), x \_\_\_\_\_ inches (Width), x \_\_\_\_\_ inches (Height) = \_\_\_\_\_ Cubic FT;
- (iv) Number of items per outer container \_\_\_\_\_ Each;
- (v) Gross weight of outer container and contents \_\_\_\_\_ LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes \_\_\_\_\_ No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer \_\_\_\_\_ \*--  
Size of trailer \_\_\_\_\_  
Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

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(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

7            252.212-7000            OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS            JUN/2005

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

\_\_\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)



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8            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:  
<http://www.ccr2000.com/>

\_\_\_\_\_

[End of Provision]

9            52.212-4003            ALL OR NONE--COMMERCIAL ITEM ACQUISITION            SEP/1996  
(TACOM)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

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10           52.215-4010            AUTHORIZED NEGOTIATORS            JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

11           52.225-4001            EVALUATION OF FOREIGN OFFERS            OCT/1996  
(TACOM)

For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax will be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

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12           52.233-4000            NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM            MAY/2000  
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

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(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM  
AMSTA-AQ-C (Ms. Shepherd)  
MAIL STOP 309  
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

(end of clause)

13      52.246-4037      COMMERCIAL WARRANTY INFORMATION      OCT/1996  
(TACOM)

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

( ) Warranty data is covered in attached information sheet, entitled: \_\_\_\_\_

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

( ) No pass-through warranties will apply: all warranty coverage is provided and administered by us.

( ) Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM	WARRANTY DURATION
---------------------	-------------------

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?

- ( ) Yes
- ( ) No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Proposal Instructions and Content

L.1.1 Except for the information provided in accordance with L.2.9, the offeror shall submit an electronic version via Email only of their proposal as specified below. All proposal information must be in the English language. The proposal shall include a volume for each factor of the evaluation, and a volume entitled Certification & Representations for the following information:

- a. One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. Small/Small Disadvantaged Business Subcontracting Plan. This does not apply to U.S. Small Business firms.

L.2 Proposal Instructions, Format and Content.

L.2.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Final proposals (including each volume) shall be submitted to offers@tacom.army.mil no later than 5 May 06. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. The Volumes shall be submitted electronically to ILAV@tacom.army.mil in the following types and quantities:

Volume		Electronic Copies
<u>Number</u>	<u>Title</u>	<u>(email only)</u>
	Cover Letter	1
Volume I	Phase I: Technical Acceptable/Not Acceptable	1
	Phase I: Delivery of the first ordering estimated	
	quantity of 378 ILAVs no later than 18 months	
	(Delivery compliance will be taken from Offerors	
	Delivery Questionnaire, Attachment 003)	1
Volume II	Phase II: Factor 1: Delivery	1
Volume III	Phase II: Factor 2: Objective Performance Capabilities	1
Volume IV	Phase II: Factor 3: Price	1
Volume V	Phase II: Factor 4: Small Business Participation	1
Volume VI	Certifications & Representations	1

L.2.3 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. In accordance with FAR 15.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore the Offerors initial proposal should contain the Offerors best terms from a technical, delivery, and price standpoint. However the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The final proposal (including each volume) shall be submitted via Email to offers@tacom.army.mil. Collateral material (brochures and catalogs), in the English language, are to be sent electronically as an attachment in the email message.

L.2.4 Notice regarding email proposals.

L.2.4.1. Offerors must submit the electronic copies of the final offer (including each volume) via electronic mail to offers@tacom.army.mil.

L.2.4.2. Offerors are cautioned that Email is not instantaneous; begin your electronic submission well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. The lateness rules for submitted proposals are outlined in FAR 52.212-1 "Instructions to Offerors-Commercial Items," incorporated in to this solicitation.

L.2.4.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors will be required to submit proposals in multiple Email submissions; because of the expedited evaluation schedule, it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes.

L.2.4.4. Offerors shall identify in the email subject line the solicitation number, closing date, context, and the offerors name: example "W56HZV-06-R- V001 DUE 5/5/06, Message 1 of 5, XYZ Company".

L.2.4.5. The proposal submission will be provided as attachments to a series of emails. The Offerors name, address and contact phone number shall be in the body of the message. In the body of each email message of the proposal the offeror shall also provide an inventory of the attachments provided, and information that accounts for each email in relation to the entire proposal. As an example, this is message 3 of a total of 6 messages comprising the proposal of XYZ Company. Attached to this email are 4 attachments; these attachments comprise parts 1 through 4 of 6 total parts of Technical Performance volume 3. Contractor identification format for

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attachments is acceptable.

L.2.4.6. Each message attachment shall be appropriately labeled so that it may easily be identified for evaluation, example Volume 4, attachment 1 of 4.

L.2.4.7 Offerors are requested to the maximum extent practical not to provide attachments from multiple volumes within messages; each message should include attachments from only one volume.

L.2.4.8 Changes to Proposals - Any changes, additions or deletions to a previously submitted proposal document must~clearly highlight/mark/change the color of any change(s) to~the original proposal.\~\~

L.2.5 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.6 See content instructions for Volume VI, Certifications & Representations. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

(a) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208 <http://farsite.hill.af.mil/reghtml/regs/far2afmofars/fardfars/far/15.htm>>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.15.1.4.4 above.

(b) Paper Copies. Paper copies of offers will not be accepted, except as provided in L.2.9.3.

L.2.7 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2.8 Proposal Submission Guidance. The offeror's proposal/offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.215-1 (Alt 1), your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.

L.2.8.1 Accordingly, offerors are encouraged to contact the Contracting Office via email in order to request an explanation of any aspect of these instructions.

L.2.9 Controlled Un-Classified Information.

L.2.9.1 Offerors are advised that certain parts of the Vehicle Threat Protection are considered Controlled Un-Classified Information. In order to obtain this information, the Government must first confirm that the offeror is a valid company capable of producing ILAVs. The primary method that the Government will employ to determine the validity of the company is through review of the Central Contractor Registration (CCR) database to confirm that it has a valid CAGE code. Information about CCR is set forth in the FAR provision 52.204-7, Central Contractor Registration.

L.2.9.1 The offeror must submit its CAGE code and a facsimile (fax) number to the dedicated ILAV mailbox at [ILAV@tacom.army.mil](mailto:ILAV@tacom.army.mil). If the offeror has a valid cage code, and if the Government verifies that the offeror is a valid company, the PCO will fax (not e-mail) the location of the secure web site and password necessary to obtain the information. If the offeror is not registered in CCR, then you must submit other documentation (e.g. Dun & Bradstreet Report) to prove that it is a valid operating company.

L.2.9.2 If the Government cannot confirm that the offeror is a valid operating company, the offeror will not be provided the Controlled Un-Classified Information. However, offerors can submit an offer without the benefit of the detailed information.

L.2.9.3 Offerors are advised not to submit using e-mail the offerors Vehicle Threat Protection information requested in Paragraph 18 of the Technical Information Questionnaire, Attachment 2. Offerors are required to submit this information using the U.S. Postal System or

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a courier service to TACOM-LCMC, AMSTA-AQ-ADB, MAILSTOP 326, ATTN: MATT FRANZEN, 11 Mile Road, WARREN, MI 48397-5000.

L.3 Proposal Content. Proposals shall be submitted electronically in six volumes identified in L.2.2 and provided below to ILAV@tacom.army.mil. The final proposal (including each volume) shall be submitted electronically to offers@tacom.army.mil.

L.3.1 Volume I - Technical Area Volume

L.3.1.1 Offerors shall fully substantiate their ability to provide the supplies and services in accordance with contract requirements (Attachment 001, Specification). This information shall consist of the following:

L.3.1.2 The Offeror shall fill in the questions found in Attachment 002, Technical Information Questionnaire (TIQ), for the hardware CLINS in the first and second ordering years identified in "Schedule of Supplies/Services." Failure to provide any of the information required by Attachment 002 may render your proposal ineligible for award.

L.3.1.3 The Offeror shall electronically submit commercial literature, and may electronically submit additional technical information, commercial literature, or other supporting data which demonstrates that their product meets the contract specification requirements (Attachment 001).

L.3.1.4 Technical proposals are due at the dedicated ILAV mailbox at ILAV@tacom.army.mil by 28 April 06.

L.3.2 Volume II - Delivery Factor Volume

L.3.2.1 The Offeror shall complete Attachment 003, Delivery Questionnaire, by filling in its proposed delivery schedule for the Iraqi Light Armored Vehicle (ILAV) to be delivered FOB Origin. Prior to opening the attached spreadsheet set the Macro security level to "Medium". If you do not do this, the user defined function included in the spreadsheet will not execute. The sequence is Tools, Macro, Security, Medium. After use of the Attachment, reset your Macro Security level to its prior setting. This proposed schedule will serve as the basis of the Governments evaluation of the contractors proposed delivery schedule, and, if the proposal is selected for award, will be incorporated as the required delivery schedule in the contract. Additionally, offerors are required to submit the following information in support of the proposed delivery schedule: Manufacturing facilities information (L.3.2.2, L.3.2.2.1, L.3.2.2.2, and L.3.2.2.3) is due to be submitted to the ILAV mailbox at ILAV@tacom.army.mil by 21 April 06. Key Tooling and Equipment (L.3.2.3) and Production Approach (L.3.2.4) information is due to be submitted with final proposals at offers@tacom.army.mil no later than 5 May 06.

L.3.2.2 Manufacturing Facilities (only provide the below specified information with respect to your approach to manufacturing facilities for the proposed Schedule) Identify the proposed facility(ies) specifically intended for use in production of the chassis, armor body including weapon mount, and final assembly.

L.3.2.2.1 Provide the dimensional size of all structures, storage areas, lots, test facilities, open areas, and shipping/receiving areas. Offeror must distinguish between existing facilities and proposed plans to obtain facilities. Provide photographs of all major facilities to be used in chassis, armor body including weapon mount, and final assembly operations.

L.3.2.2.2 If you plan to use subcontractor support, address the above details with regard to subcontracted effort. Provide commitment letters from any major sub-contractors involved in chassis, armor body including weapon mount, and final assembly.

L.3.2.2.3 Identify the extent to which the manufacturing facilities currently exist and are configured to produce the offered ILAV. For any new facilities proposed, provide a milestone schedule for any new facility construction, and identify the size and capacity of the new facility and any impact that the new facility construction may have on the proposed production schedule.

L.3.2.3 Key Tooling and Equipment (only provide the below specified information with respect to your approach to the proposed Schedule) Identify the Key Tooling and Equipment specifically intended for use in production of the chassis, armor body including weapon mount, final assembly and long lead pacing items.

L.3.2.3.1 Categorize the proposed tooling and equipment in accordance with its proposed use.

L.3.2.3.2 If you plan to use subcontractor support, address the above details with regard to subcontracted effort.

L.3.2.3.3 Identify the extent to which the Key Tooling and Equipment currently exist and are configured to produce the offered ILAV. For any new Key Tooling and Equipment proposed, provide a milestone schedule to obtain any new Key Tooling and Equipment. Identify any impact that acquiring of the new Key Tooling and Equipment may have on the proposed production schedule. If you plan to use major subcontractor support, address the above details with regard to subcontracted effort.

L.3.2.4 Production Approach (provide the information specified below with respect to your production approach for the proposed Monthly Production Quantities): Describe your proposed production facility(ies) layout to accommodate the proposed production rate for the ILAV. The layout should identify the progressive physical flow of hardware within the proposed production site(s). The progressive physical flow shall detail the internal processes from the point of material receipt and storage through sub-assembly work, final ILAV assembly, and preparation for shipment. Explain your production plan to accommodate initial deliveries of the ILAV and spare/repair parts under

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the proposed schedule. For chassis, armor body including weapon mount, and final assembly explain the current use of the facility, key tooling and equipment, vendor/sub-contractor long lead pacing items and component and material availability, and workforce, including armor welders, and discuss their availability to produce ILAVs in time to meet the proposed schedule.

L.3.2.5 Reserved.

L.3.2.5.1 Reserved.

L.3.2.5.2 Reserved.

L.3.3 Volume III - Objective Performance Capabilities

L.3.3.1 Offerors shall fully substantiate their ability to provide the objectives set forth in Attachment 001, Specification, for Vehicle Survivability, Acceleration, Ground Clearance, ability to navigate Vertical Obstacles, Road Speed, Range and Additional Doors and Hatches. This information shall consist of the following:

L.3.3.1.1 The Offeror shall fill in the questions found in Attachment 002, Technical Information Questionnaire (TIQ), for the hardware CLINS in the first and second ordering years identified in "Schedule of Supplies/Services." Failure to provide any of the information required by Attachment 002 may render your proposal ineligible for award.

L.3.3.1.2 In Volume III, offerors shall describe their vehicle ballistic survivability approach and their vehicle blast mine survivability. Additionally, offerors shall provide supporting documentation to substantiate proposed levels of vehicle ballistic survivability and vehicle mine survivability; such as Government testing, safety confirmation, whole vehicle blast mine survivability test data, whole vehicle ballistic survivability test data, armor material recipe, modeling and simulation and material release.

L.3.3.1.3 The offeror shall electronically submit commercial literature, and may electronically submit additional technical information, commercial literature, or other supporting data which demonstrates that their product meets the Objective Performance Capabilities, except as provided in L.2.9.3.

L.3.4 Volume IV - Price Factor

L.3.4.1 Financial Capability Information. The Offeror must provide the following information in electronic form for each of the Offeror's three most recent fiscal years: (1) Balance Sheet, (2) Income Statement and (3) Statement of Cash Flows. These statements should be certified by your independent Certified Public Accountant (CPA) or equivalent. You must also provide the name, title, address, telephone number and e-mail address for a financial Point of Contact (POC) within your company. This POC may be contacted by Defense Contract Audit Agency (DCAA) if a Financial Capability assessment is performed on your company and a site visit by DCAA may be required. You must be prepared to support this analysis. If you know the DCAA office (name of the Supervisory Auditor, telephone number and e-mail) with cognizance of your company please provide that information. This information is due at the dedicated ILAV mailbox at ILAV@tacom.army.mil, by 21 April 06.

L.3.4.2 Payments under performance of the contract are anticipated to be made at time of end item deliveries and acceptance, except for the two years of CLS (maintenance, CLIN 0071AA and training, CLIN 0081AA). Therefore, the offeror must provide the following information related to the impact of this contract on future cash flow projections during contract performance and completion:

L.3.4.2.1 Identify sources and amounts of financing available to insure contract operations (i.e.; long lead material, manufacturing labor, etc.) will continue until payment is rendered for end item deliveries

L.3.4.2.2 Identify anticipated new arrangements in support of third party financing requirements upon contract award.

L.3.4.2.3 Offeror must be prepared to support this financing information as an integral part of its financial capability assessment.

L.3.4.2.4 The contractor shall submit with their final proposal, a billing schedule for all CLS (maintenance, CLIN 0071AA and training, CLIN 0081AA). The proposed schedule shall be based on Government approval.

L.3.4.3 The Price volume shall consist of:

L.3.4.3.1 Attachment 005 contains an Excel Worksheet which includes four MS Excel worksheets therein. Please note that there are FOUR worksheets for the offeror to complete in the MS Excel Pricing Questionnaire workbook file. The offeror will complete the required information for all four worksheets. Offeror's name, solicitation number, and date of the submission shall appear on each page of each table.

L.3.4.3.1.1 Attachment 005 - Worksheet 1 Pricing Questionnaire Summary Worksheet. The Offeror shall fill in proposed prices for each item and each ordering year for all of the items in this solicitation. Each item price shall include the proposed prices for ILAV Vehicles and Contractor Logistics Support.

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L.3.4.3.1.2 Attachment 005 The offeror shall provide cost-price detail for its proposed support to the Government Shakedown Test as shown on the overall Pricing Questionnaire (Worksheet 1).

L.3.4.3.1.3 Attachment 005 - Worksheet 1 Translation Price/Cost

L.3.4.3.1.3.1 The offeror can include the cost of translating the Operator's manual into common Arabic read by everyday people in Iraq, into the price of every unit, or just the minimum guaranteed quantity. Offeror should properly identify the amount of and the method of amortizing any one time non recurring costs. Pricing should be structured so that one time non recurring costs will be recovered only once and there should be no duplicate recoveries of such costs as orders are placed.

L.3.4.3.1.3.2 Offeror should identify significant one time costs for translating the Complete Set of operator & Supplemental manuals (Arabic Version) and disclose how these costs are recovered in its pricing.

L.3.4.3.1.3.3 Attachment 005 - Worksheet 1 Non Recurring Set Up or Tooling Price/Cost - The offeror can include the cost of Non Recurring Set Up/Tooling into the price of every unit, or just the minimum guaranteed quantity. Offeror should properly identify the amount of and the method of amortizing any one time non recurring costs. Pricing should be structured so that one time non recurring costs will be recovered only once and there should be no duplicate recoveries of such costs as orders are placed.

L.3.4.3.1.4 Attachment 005 - Worksheet 2 Vehicles Price Detail Worksheet. The Offeror shall fill in price detail information for the various sub systems comprising its ILAV vehicle. The offeror must use the spreadsheet provided and such will correctly capture the price detail used to determine the overall unit price offered for the total ILAV Vehicle. The offerors vehicle price detail shall correspond to the vehicle characteristics and description included in its Technical Volume and its Technical Item Questionnaire. Inconsistencies or disconnects between the Price Volume and the corresponding Technical Volume characteristics and description could adversely affect the offerors evaluation in both areas.

L.3.4.3.1.5 Attachment 005 - Worksheet 3 for Contractor Logistics Support (CLS). The Offeror shall fill in cost element and pricing detail information for the work effort comprising its CLS proposal. The offeror should use the spreadsheet provided and include information which correctly captures the cost-price detail used to determine the overall price of its CLS Effort. The offerors CLS cost-price detail shall correspond to the scope of work offered in Section C for its proposal, including the transition from contractor responsibility to the end state of Iraqi personnel performing the effort.

L.3.4.3.1.6 Attachment 005 - Worksheet 4 for CLS Maintenance and CLS Training Spare Parts usage. The offeror shall provide Spare Parts Package (SPP) pricing detail to include individual SPP part description, quantity and component price detail for the routine and non routine maintenance spares described in the Section C CLS Scope of Work.

L.3.4.3.2 The Offeror shall submit a Summary CLS Management Approach. It shall be five (5) pages or less in length. It shall describe your approach to meeting the requirements in Section C, Contractor Logistics Support (CLS).

L.3.4.4 All pricing submitted herein is for a Firm Fixed Price over all the ordering years involved. There are no Economic Price Adjustment provisions in this solicitation and none are contemplated for the resulting contract.

L.3.4.5 All prices shall be stated in U.S. dollars only. All prices shall include all costs to perform the contract including any applicable taxes, duties, fees, security, manuals and training, transportation costs, cost of security, etc., until US Government acceptance. Failure to provide any of the information required by Attachment 005 may render your proposal ineligible for award. No currency adjustment provisions will be contained in any resulting contract.

L.3.4.5.1 Reserved.

L.3.4.6 The offeror shall provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The Government reserves the right, as clarifications under FAR 15.306(a), to request additional information necessary to make a determination of price reasonableness. The Government also reserves the right to request additional cost or pricing information deemed necessary to conduct a complete assessment of price realism and reasonableness, to determine if the offeror can perform all the requirements within proposed price parameters consistent with a realistic price.

L.3.4.7 Corporate, Partnership or Joint Venture Certificates

If the proposal is submitted by a corporation, the Corporate Certificate below must be submitted. If the proposal is submitted by a partnership, the Authority to Bind Partnership below must be completed and a copy of the partnership agreement included with the proposal. If the proposal is submitted by a Joint Venture, the Corporate Certificate below must be completed by each member of the Joint Venture and a copy of the Joint Venture Agreement included with the proposal.

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ (Title) of the Corporation named as offer/contractor herein, that \_\_\_\_\_, who signed this proposal/contract on behalf of the Offeror/Contractor was then \_\_\_\_\_ of said corporation; that said proposal/contract was duly



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signed for and on behalf of said corporation by authority of its governing body and within the scope of its governing body and within the scope of its corporate powers. \_\_\_\_\_(CORPORATE SEAL) (signature) \_\_\_\_\_

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the proposal had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, with the United States of America except as follows: (State none or describe limitations, if any). This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledged by the Contracting Officer.(Names and signatures of all partners.)

B. REPRESENTATIONS AND CERTIFICATIONS

Name Of Proposer \_\_\_\_\_  
Proposer's DUNS #: \_\_\_\_\_  
Proposer's CAGE Code: \_\_\_\_\_  
Address Of Proposer: \_\_\_\_\_  
Date Of Proposal: \_\_\_\_\_

L.3.5 Volume V - Small Business Participation Factor

L.3.5.1 1 All Offerors, including Offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement, or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.002 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System Code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SB), woman-owned small businesses (WOSBs), veteran-owned/service-disabled small businesses (VOSBs), and historically black colleges/universities and minority institutions (HBCU/MIs).

L.3.5.1.2 If the prime Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the Offerors own participation, as a SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime Offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.3.5.2 Small business concern participation for the base year, as well as for each option period/out-year (if any), shall be identified in a table format substantially as follows (note the numbers in this table are sample numbers):

BASE YEAR		
BUSINESS CATEGORY	DOLLAR AMOUNT	% OF SB PARTICIPATION
Total (LG +SM)	\$43.00M	100.00%
SB	\$10.00M	23.25%
SDB	\$2.15M	5.00%
WOSB	\$2.36M	5.50%
VOSB	\$0.30M	0.69%
HUBZone SB	\$1.00M	2.32%
HBCU/MI	\$0.15M	0.35%

\*Include 1st tier subcontractors only; interdivisional transfers are considered subcontracts; include prime offeror participation if the prime is a U.S. small business concern.

L.3.5.3 All Offerors, regardless of size and whether the Offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year, if any), the names of small business concerns (including the prime Offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e., SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows (note the numbers and the descriptions in this table are samples):

BASE YEAR			
Name of		Description of	
SB Concern	SB Classification(s)	Product/Service	Total Dollars
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.3.5.4 As defined below, Offerors shall also provide the following:

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L.3.5.4.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms that have never held a contract incorporating FAR 52.219-9 shall so state.

L.3.5.4.2 All Offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the Offerors performance over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past three years which included FAR 52.219-8, shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.3.6 Volume VI Certifications and Representations

L.3.6.1 In Volume VI, all Offerors shall submit:

L.3.6.1.1 Electronic copies of their signed SF1449. The SF 1449 shall include all sections of the solicitation, including the "Schedule of Supplies/Services" with completed prices and their proposed delivery schedule (see RFP section Delivery Schedule for Delivery Orders, FAR 52.247-4457).

L.3.6.1.2 Offerors, except for U.S. small business concerns, shall submit their Small Business Subcontracting Plan in accordance with FAR 52.219-9.

L.3.6.1.3 Representations and Certifications (Section K)

L.3.6.1.4 Unless otherwise specifically stated in the Contract Volume, the Government will assume the offeror has accepted all RFP requirements, terms and conditions. (Note: Offerors are cautioned that including exceptions in their offer may result in the offer being made ineligible for award, particularly given that it is the intent of the Government to award without discussions).

L.3.7 Restriction on Disclosure of Data.

L.3.7.1 If the Offeror wishes to restrict the disclosure or use of its proposal, the legend permitted by FAR 52.215-1(e) shall be used, found within the provision "Instructions to Offerors-Competitive Acquisition",

L.3.7.2 Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)"; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.3.7.3 Individual subcontractor/vendor proprietary information may be submitted via separate binders/CDs. The information contained in these binders/CDs must be referenced (by binder title, page, and section number as appropriate) within the main proposal where the information would have been included if it were not subcontractor/vendor proprietary. The information in these separate binder/CDs is subject to all other requirements of the RFP and must be well marked to clearly indicate any special handling instructions.

L.4 Type of Contract

The Government contemplates award of a Firm-Fixed Price 2-Year Indefinite Delivery/Indefinite Quantity Contract resulting from this solicitation.

L.5 New Material

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L.5.1 We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

L.5.2 "New" means composed of previously unused components, whether manufactured from virgin material, recovered material, in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

\*\*\* END OF NARRATIVE L 001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.215-4404	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
<p>(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.</p> <p>(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.</p> <p>[End of Provision]</p>			
2	52.246-4001 (TACOM)	OFFEROR'S QUALITY ASSURANCE SYSTEM	MAY/2005
<p>(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.</p> <p>(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2000 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.</p> <p>(1) If the Government is requiring ISO 9001:2000 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of your offer, which standard you intend to use.</p> <p>(2) If the Government is requiring ISO 9001:2000 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.</p> <p>Note: If the Government is requiring ISO 9001:2000 (untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.</p> <p>(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.</p> <p>(4) If you provide a description of your quality system, make sure that your description covers how your system:</p> <p>i. Achieves defect prevention, and</p>			

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- ii. Provides process control, and
- iii. Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

- (c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.
- (d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

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EVALUATION FACTORS FOR AWARD

M.1 Source Selection Process

M.1.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for the contract award.

M.1.2 Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full, and impartial consideration will be given to all proposals received in response to this solicitation.

M.1.3 Two-step Evaluation Process. The evaluation of proposals in response to this solicitation is structured in two phases.

M.1.3.1 Phase I is an evaluation of the Offerors technical proposal and deliver of the first ordering year estimated quantity of 378 ILAVs no later than 18 months. This evaluation will be on an acceptable/not acceptable basis. Any Offerors proposal assessed as not acceptable in Phase I will no longer be considered for award.

M.1.3.2 Under Phase II of the evaluation process, those proposals found acceptable under the Phase I evaluation, will be evaluated using a tradeoff process to determine which proposal is most advantageous to the Government.

M.1.4 The Government intends to award a contract without discussions, but reserves the right to hold discussions, if necessary. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms from a technical, delivery, price standpoint, including small business participation.

M.2 Evaluation Factors for Award

M.2.1 Phase I Evaluation. This is an urgent requirement. The Iraqi Light Armored Vehicles (ILAVs) to be acquired under this solicitation are urgently needed to support transition of security responsibility from coalition forces to the Iraqi Security Forces. Phase I will be an acceptable/not acceptable evaluation of the technical approach to meeting the contract requirements as specified in the Technical Specification, and the offerors proposal for delivery.

M.2.1.1 Delivery Factor - The only delivery requirement in the solicitation is that the 1st ordering year quantity of 378 ILAVs must be delivered no later than 18 months after contract award. Offerors whose proposal does not meet this requirement will be considered deficient and their offer will be rejected.

M.2.1.2 Technical Factor - To be considered ACCEPTABLE, the technical proposal must present an approach to the equipment that is assessed as reasonably likely to meet requirements without major re-design or modification to the offeror's existing product. The available technical documentation, including such items as the Technical Information Questionnaire (Attachment 002), commercial literature, product specification sheets and component specification sheets, shall be provided, where necessary, to support a conclusion that the approach is feasible and practical. Supporting documentation shall be generally clear and demonstrate an understanding of the overall requirements.

M.2.1.2.1 In Phase I, Technical performance beyond the minimum acceptable, as defined in this solicitation, will not be given extra evaluation credit. In Phase II, extra evaluation credit will be given for Objective Performance Capabilities beyond the threshold (minimum acceptable), as defined in the solicitation. The end result of Phase I will be on an acceptable/not acceptable basis.

M.2.2 Phase II Evaluation

M.2.2.1 Phase II of the evaluation is a best value process utilizing source selection tradeoff procedures, to select the most advantageous offer from among those Phase I proposals assessed as acceptable. Under Phase II, the SSA will weigh the merits of the Objective Performance Capabilities Factor, the Delivery Factor and the Small Business Participation Factor against the evaluated price to the Government to determine which proposal, in the SSAs judgment, represents the best value. As part of the tradeoff determination of best value, the relative advantages, disadvantages, and risks of each proposal will be considered.

M.2.2.2 Those proposals found acceptable from a technical standpoint and including the capability to deliver the first ordering year estimated quantity of 378 ILAVs no later than 18 months in Phase I will be evaluated in Phase II based upon Delivery, Objective Performance Capabilities, Price, and Small Business Participation. In Phase II, the Delivery Factor is more important than Objective Performance Capabilities Factor. Within the Objective Performance Capabilities Factor, Vehicle Survivability is more important than Acceleration, which is somewhat more important than Ground Clearance, which is somewhat more important than Vertical Obstacle Negotiation, which is somewhat more important than Road Speed, which is somewhat more important than Range, which is somewhat more important than Additional doors and hatches. The Objective Performance Capabilities Factor is somewhat more important than the Price Factor, and the Price Factor is significantly more important than the Small Business Participation Factor. The Delivery, Objective Performance Capabilities, and Small Business Participation factors combined are significantly more important than the Price factor.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-06-R-V001 <b>MOD/AMD</b>	<b>Page 85 of 88</b> <b>REPRINT</b>
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**Name of Offeror or Contractor:**

Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror with the lowest price.

**M.2.3 FACTOR 1 - Delivery**

M.2.3.1 This factor will evaluate the offerors proposed delivery schedule from the standpoint of realism/risk and the extent to which it complies with the criteria set forth below in M.2.3.1. The Delivery area will assess the risk of the Offeror being able to manage, integrate, and deliver the required hardware and services in accordance with the proposed delivery schedule (Attachment 003, Delivery Questionnaire) and the requirements specified in Section L Delivery Volume II, based on an evaluation of the thoroughness, completeness, and reasonableness of the proposed Facilities, Key Tooling & Equipment, and Production approach, including spare/repair parts and vendor material and long lead item availability. A production capability that currently exists and is producing items the same or similar to the ILAV offered at a rate meeting the contract requirements will be considered a lower risk than a proposed production capability that does not currently exist.

M.2.3.2 To facilitate evaluation of the proposed delivery schedule, the offerors will enter their proposed delivery schedule into the spreadsheet in Attachment 003 to determine the harmonic mean delivery time of the 1st year quantity. As opposed to an arithmetic average delivery time, a harmonic mean delivery time gives more weight to early delivery of vehicles. For example, using the harmonic mean formula, a proposal to deliver 50 vehicles in each of months 2 and 3 after contract award would not be viewed as favorably as a proposal offering 25 vehicles in each of months 1, 2, 3 and 4 after award, because the harmonic mean rewards earlier delivery.

M.2.3.3 In evaluating delivery, the SSA will make a subjective assessment of the proposed delivery schedule and production approach. Delivery schedules beginning early are preferred. The Government will use the Harmonic Mean spreadsheet as a tool to evaluate the delivery schedule.

**M.2.4. FACTOR 2 - Objective Performance Capabilities**

M.2.4.1 Under the Objective Performance Capability Factor, the Government will evaluate the extent to which the offeror credibly proposes to exceed Threshold requirements up to the Objective performance levels, (except Vehicle Survivability, see M.2.4.4). Offerors whose proposed prices are assessed as either unsupported or inconsistent with the purposed Objective Performance Capabilities approach may be assessed higher risk under this factor. The evaluation of performance characteristics exceeding Threshold up to Objective levels will be reflected in the rating for the Factor and/or Sub-factor under which the technical performance falls. Within this Factor, the relative priorities of the sub-factors are as follows: Vehicle Survivability is more important than Acceleration, which is somewhat more important than Ground Clearance, which is somewhat more important than Vertical Obstacle Negotiation, which is somewhat more important than Road Speed, which is somewhat more important than Range, which is somewhat more important than Additional doors and hatches.

M.2.4.2 To receive evaluation credit for exceeding the Threshold Performance levels up to Objective Performance level (for Vehicle Survivability, see M.2.4.4), the Offeror's proposal must demonstrate to the Government that the proposed performance level is achievable at low risk. Proposed achievement of performance levels exceeding threshold up to Objective level will be assessed as low Risk where the proposed approach provides a solution that is feasible and practical, clear and precise, supported, and demonstrates an understanding of the requirement and is expected to result in achievement of the proposed objective Performance level. The proposal shall not be considered advantageous to the Government and additional evaluation consideration will not be given where the approach for achieving the proposed objective performance level is assessed as meaningfully increasing the risk of meeting other requirements above low risk or where an approach to meeting other requirements would not be considered acceptable.

M.2.4.3 If the Government evaluation determines that a proposal has demonstrated, in accordance with this Section M, that the proposed approach has low risk for exceeding the minimum requirement up to achieving the Objective Performance Capabilities (and for Survivability, see M.2.4.4), such achievement shall be noted as a proposal strength within the Performance Capability Factor. Such proposal strength may also result in an increase in the assigned assessment rating for this Factor.

M.2.4.4 Vehicle Survivability (Attachment 001, Specification, Paragraph 3.1.13). Proposals that credibly exceed the minimum requirements to the benefit of the Government, while continuing to meet the remaining contract requirements at no greater than low risk will be considered as proposal strengths. Increases in vehicle survivability will be considered progressively greater proposal strengths; the greater the extent the minimum requirement is credibly exceeded while continuing to meet the remaining contract requirements at low risk. Proposals will be considered low risk where the proposed solution is thoroughly addressed and supported by credible substantiating information, which is applicable to your proposed ILAV, such as verifiable test data on the proposed design, which validates likely conformance to the specification requirements.

M.2.4.5 If Government evaluation of the proposal indicates achievement of performance exceeding the threshold up to objective performance level (and for Survivability, see M.2.4.4), at low risk or lower, the proposed level of objective performance will be included in any resulting contract. In the event an Offeror does not agree to incorporate the proposed level of performance into the resulting contract, the Offeror's evaluation will not be credited, in whole or in part, for achievement of the Objective Performance Requirement.

**M.2.5 FACTOR 3 - Price**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-06-R-V001 <b>MOD/AMD</b>	<b>Page 86 of 88</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

M.2.5.1 The SSA will assess the total evaluated price to the Government. The total evaluated price amount will be used in the trade-off evaluation.

M.2.5.1.1 The assessment of total evaluated price will consider reasonableness, realism, and affordability to the Government. The results of the realism assessment will be used in the assessment of the Objective Performance Capabilities.

M.2.5.1.1.1 Realism measures "does the proposal price accurately reflect the Offeror's approach in meeting the solicitation requirements and objectives, as well as an expectation that the solicitation requirements and objectives will be met at a price that will not result in a net loss to the Offeror?"

M.2.5.1.1.2 Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not realistic, or not reasonable, as to price.

M.2.5.1.2 The total evaluated price amount shall include all CLINs, including the sum of the prices of the ILAVs, based upon the estimated quantities covering all ordering years, the shakedown test support, and contractor logistics support (i.e. maintenance. spares and publications (manuals), and the Governments Transportation Evaluation for all ordering years.

M.2.5.1.2.1 Deliveries are FOB Origin (except for the Contractor Logistics Support Services Work Scope). A Government Transportation Evaluation for FOB Origin offers will be applied to determine the total delivered cost to the Government. The total evaluated price shall also include Government-estimated transportation costs for all production vehicle CLINs from the origin point (place of manufacturing) to the final destination, at a location to be determined in Iraq. For the subsequent ordering year the Government shall apply 3% escalation (compounded) per year to the current Government-estimated transportation cost per vehicle. Award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

M.2.5.2 The offerors price proposal must present an approach that is assessed as reasonably likely to meet the requirements of the Contractor Logistics Support (CLS) SOW of the solicitation.

M.2.6 FACTOR 4 - Small Business Participation

M.2.6.1 Small Business Participation will be evaluated for every Offeror (U.S. and non-U.S.), regardless of size-status or location of its manufacturing facility or headquarters. Offerors are advised that they will be evaluated under the Small Business Participation Area based upon the risk and extent of the Offeror credibly achieving the Governments goals for U.S. small business concern participation.

M.2.6.1.1 The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the Offeror credibly proposes to subcontract to U.S. small business concerns (Small Business, Small Disadvantaged Business, Woman-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business and/or Historically Black Colleges and Universities/Minority Institutions) in the performance of the contract. For the purpose of this evaluation, the extent of prime Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.2.6.1.2 The evaluation will include the extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the participation of the Offeror if it is a U.S. small business concern).

M.2.6.1.3 The evaluation will also include an assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8 and FAR 52.219-9 (as applicable to the Offeror) and achieve the levels of Small Business Participation identified in the proposal.

M.2.6.1.3.1 This assessment will be based upon a proposal risk assessment of the Offeror proposed Small Business Participation Approach; and a performance risk assessment of prior achievements in satisfying commitments and requirements under FAR 52.219-8 and FAR 52.219-9, if applicable.

M.2.6.1.4 The statutory U.S. Government goals for small business participation are:

- 23% Small Business
- 5% Small Disadvantaged Business
- 5% Woman-Owned SB
- 3% HUBZone SB
- 3% Service Disabled Veteran-Owned SB

M.2.6.1.4.1 The Goals for this evaluation include Small business concern participation (including all subcategories of small business

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-06-R-V001      <b>MOD/AMD</b></p>	<p align="center"><b>Page 87 of 88</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

concerns) of 10% or more; and U.S. small disadvantaged business concern participation of 2.2% or more.

M.3 Affordability - The ILAV acquisition is based on a Commercial and Non-Developmental Item (CANDI) approach, with an accelerated delivery schedule. The purchase description for the ILAV provides industry the latitude, but not the requirement, to offer performance beyond the minimum requirements. Some of these improvements could impact your ability to expedite delivery and/or meet your proposed delivery schedule, which is also an important consideration in the acquisition, and also could be major cost drivers. Therefore, proven, low risk solutions with well-established performance levels, production capability, and costs are preferred. The funding available for the ILAV acquisition is based on, and limited by, this overall approach to the acquisition. The Governments target price for the ILAV is \$492,000 per vehicle. Proposals exceeding this amount will not be considered unaffordable by definition (See Section M.4, Rejection of Offers) and will be evaluated in accordance with the price/non-price trade-offs outlined in Section L & M. The risk of becoming unaffordable, however, does increase with substantial growth above the \$492,000 figure.

M.4 Rejection of Offers - The Government may reject any proposal which:

M.4.1. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or

M.4.2 Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or

M.4.3 Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or

M.4.4 An offer that is unbalanced, as to prices. An unbalanced offer is one which is based on prices significantly high or low for one given ordering year versus another ordering year; or

M.4.5 Fails to meaningfully respond to the Proposal Preparation Instructions specified in the solicitation.

M.5 Notice of Responsibility - Per FAR Subpart 9.1, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible (that is, they meet the standards in FAR 9.104). The PCO may request/require a Pre-Award Survey to help ensure that a selected Contractor is responsible.

\*\*\* END OF NARRATIVE M 001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
3	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
4	52.247-4006 (TACOM)	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS	DEC/2005

- (a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:
- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
  - on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
  - for the Government selected method of shipment, and
  - based upon the following freight classification:

UFC:      6000              UFC ITEM NO.:    93340  
NMFC:      100              NMFC ITEM NO: 190190

[End of Provision]



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-06-R-V001 <b>MOD/AMD</b>	<b>Page 88 of 88</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

5                    52.247-46                    SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS                    APR/1984

(a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is most favorable to the Government.

(b) If the offeror, before bid opening (or the closing date specified for receipt of offers) fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.

(c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.

(End of provision)

EXHIBIT A

CONTRACT DATA REQUIREMENTS LIST (CDRLS)

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO: 0091AA  
D. SYSTEM/ITEM: ILAV

B. EXHIBIT: A  
E. CONTRACT/PR NO.:

C. CATEGORY:  
F. CONTRACTOR:

1. DATA ITEM NO. A001  
2. TITLE OF DATA ITEM: CONTRACTOR PROGRESS, STATUS & MANAGEMENT REPORT  
3. SUBTITLE: MANAGEMENT PLAN  
4. AUTHORITY: DI-MGMT-80227(T)  
5. CONTRACT REFERENCE: C.4.2  
6. REQUIRING OFFICE: AMSTA-LC-TA  
7. DD250 REQ: DD250  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED  
11. AS OF DATE:  
12. DATE OF FIRST SUB: SEE BLOCK 16  
13. DATE OF SUBS.SUB: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES:	B. COPIES	DRAFT	FINAL
TACOM PCO	franzenm@tacom.army.mil	1		1
AMSTA-LC-TA	whiteaker@tacom.army.mil			1
COR	TBD	1		1
ACO	TBD			<u>1</u>
15. TOTAL:		2		4

16. REMARKS: CONTRACTOR FORMAT IS ACCEPTABLE.

a) FOR THE INITIAL 180 DAYS AFTER CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A WEEKLY CONTRACT STATUS REPORT. THE WEEKLY STATUS REPORT SHALL DESCRIBE IN NARRATIVE FORMAT ALL SIGNIFICANT ISSUES/ACTIVITIES FOR THE CONTRACT TO INCLUDE STATUS OF EACH DELIVERABLE. ON A MONTHLY BASIS, THE CONTRACTOR SHALL CONDUCT A VERBAL REVIEW OF ALL ILAV EFFORTS WITH THE GOVERNMENT AS DIRECTED BY THE PROCURING CONTRACTING OFFICER (PCO) VIA DTV OR TELECONFERENCE.

b) THE CONTRACTOR SHALL PREPARE AND MAINTAIN A CLS PROJECT MANAGEMENT PLAN. IT WILL CONTAIN ESSENTIAL MANAGEMENT INFORMATION INCLUDING POINTS OF CONTACT WITH POSITION TITLES AND RESPONSIBILITIES, CONTACT INFORMATION, PROJECT SCHEDULES, BASIC TRAINING PLAN, STATUS OF TRAINING, FORMAT FOR THE INSTRUCTOR AND STUDENT GUIDE, AND ANY OTHER INFORMATION CONSIDERED NECESSARY BY THE PCO OR COR. THE PLAN SHALL BE UPDATED AS OFTEN AS REQUIRED TO MAINTAIN CURRENT INFORMATION. VERIFICATION OF DATA SHOULD OCCUR AT LEAST QUARTERLY DURING THE CLS PERFORMANCE.

UPON AWARD, THE CLS PROGRESS, STATUS, AND MANAGEMENT REPORT SHALL BE PROVIDED TO THE COR. FOLLOW-ON UPDATES SHALL BE PROVIDED TO THE ADMINISTRATIVE CONTRACTING OFFICER (ACO), TACOM PCO AND THE COR.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: OLA IWANICKI  
H. DATE: 11 APR 06

I. APPROVED BY: DARLA WILD  
J. DATE: 12 APR 06

\*\*\*\*\*

A. CONTRACT LINE ITEM NO: 0091AA  
D. SYSTEM/ITEM: ILAV

B. EXHIBIT: A  
E. CONTRACT/PR NO.:

C. CATEGORY:  
F. CONTRACTOR:

1. DATA ITEM NO. A002  
2. TITLE OF DATA ITEM: COURSE TRAINING REPORT  
3. SUBTITLE: END OF COURSE REPORT  
4. AUTHORITY:  
5. CONTRACT REFERENCE: C.5.3.3.1, C.5.3.3.2  
6. REQUIRING OFFICE: AMSTA-LC-TA  
7. DD250 REQ: LETTER  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED

11. AS OF DATE: FIRST DELIVERY ORDER 12. DATE OF FIRST SUB: SEE BLOCK 16 13. DATE OF SUBS.SUB: SEE BLOCK 16

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	AMSTA-LC-TA	whiteaker@tacom.army.mil		1
	COR	TBD	1	1
	ACO	TBD		<u>1</u>
		15. TOTAL:	1	4

16. REMARKS: CONTRACTOR FORMAT IS ACCEPTABLE. UPON COMPLETION OF TRAINING FOR EACH CLASS ITERATION (OPERATOR AND MAINTENANCE), THE CONTRACTOR SHALL PREPARE AND SUBMIT AN END OF COURSE TRAINING REPORT. THIS REPORT WILL IDENTIFY THE TYPE OF TRAINING, THE NUMBER OF STUDENTS COMPLETING THE TRAINING, AN END OF COURSE EVALUATION REPORT CONTAINING STUDENT FEEDBACK, ANY PROBLEMS OR RECOMMENDATIONS FOR FUTURE TRAINING. THIS REPORT WILL INCLUDE A PROGRESS REPORT ON THE PROGRESS MADE TOWARD SUCCESSFUL TRANSITION OF THE MAINTENANCE AND OPERATOR/DRIVER MISSIONS TO THE IRAQI PERSONNEL.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
G. PREPARED BY: OLA IWANICKI	I. APPROVED BY: DARLA WILD
H. DATE: 11 APR 06	J. DATE: 12 APR 06

\*\*\*\*\*

A. CONTRACT LINE ITEM NO: 0091AA	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: ILAV	E. CONTRACT/PR NO.:	F. CONTRACTOR:

1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM: PROGRESS AND STATUS REPORTS (MAINTENANCE)		
3. SUBTITLE: MANAGEMENT PLAN			
4. AUTHORITY:	5. CONTRACT REFERENCE: C.5.4.1	6. REQUIRING OFFICE: AMSTA-LC-TA	
7. DD250 REQ: LETTER	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: WEEKLY
11. AS OF DATE:	12. DATE OF FIRST SUB: SEE BLOCK 16	13. DATE OF SUBS.SUB: SEE BLOCK 16	

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	AMSTA-LC-TA	whiteaker@tacom.army.mil		1
	COR	TBD	1	1
	ACO	TBD		<u>1</u>
		15. TOTAL:	1	4

16. REMARKS: CONTRACTOR FORMAT IS ACCEPTABLE. THE CONTRACTOR SHALL DELIVER BY THE FIFTH WORKING DAY OF EACH WEEK A REPORT THAT PROVIDES THE STATUS OF MAINTENANCE ACTIONS PERFORMED BY VEHICLE IDENTIFICATION NUMBER, INCLUDING DATE INDUCTED, TYPE OF SERVICE REQUIRE/PERFORMED, DATE RETURNED TO FLEET SERVICE; SPARE AND REPAIR PARTS, LUBRICANT, OIL, AND GREASE USAGE; AND SPARE AND REPAIR PARTS, LUBRICANT, OIL, AND GREASE RECEIPT. THE REPORT SHALL PROVIDE TASKS WORKED, PROBLEMS ENCOUNTERED, RECOMMENDED SOLUTIONS, AND PLANS FOR THE FOLLOWING WEEK.

AS A MISSION RESPONSIBILITY TRANSITIONS TO THE IRAQI PERSONNEL, THE CONTRACTOR SHALL ENSURE THE IRAQI PERSONNEL ARE SKILLED AND ABLE TO PERFORM AND PROVIDE THIS REPORT. THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR THE ACCURACY OF THIS REPORT AND THAT IT IS PROVIDED AS REQUIRED THROUGH THE CONTRACT PERIOD OF PERFORMANCE.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
G. PREPARED BY: OLA IWANICKI	I. APPROVED BY: DARLA WILD
H. DATE: 11 APR 06	J. DATE: 12 APR 06

\*\*\*\*\*

A. CONTRACT LINE ITEM NO: 0091AA B. EXHIBIT: A C. CATEGORY:  
D. SYSTEM/ITEM: ILAV E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A004 2. TITLE OF DATA ITEM: CONTRACTOR PROPOSED SPARE PARTS LIST  
3. SUBTITLE: FOLLOW-ON SPARE & REPAIR PARTS LIST  
4. AUTHORITY: DI-ILSS-80134A(T) 5. CONTRACT REFERENCE: C.5.4.3 6. REQUIRING OFFICE: AMSTA-LC-TA  
7. DD250 REQ: DD250 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: AS REQUIRED  
11. AS OF DATE: 12. DATE OF FIRST SUB: SEE BLOCK 16 13. DATE OF SUBS.SUB: SEE BLOCK 16

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	AMSTA-LC-TA	whiteaker@tacom.army.mil		1
	COR	TBD		1
	ACO	TBD		<u>1</u>
		15. TOTAL:		4

16. REMARKS: SIX MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE CONTRACTOR SHALL PROVIDE A RECOMMENDED LISTING OF SPARE AND REPAIR PARTS, LUBRICANT, OIL, AND GREASE BASED UPON ACTUAL USAGE DATA ACCUMULATED BY THE CONTRACTOR DURING THE PERIOD OF PERFORMANCE. THIS LISTING SHALL BE PROVIDED TO THE CONTRACTING OFFICER REPRESENTATIVE (COR) AND THE U.S. ARMY TACOM PCO. THIS LISTING SHALL BE SUFFICIENT TO MAINTAIN A FLEET OF 378 VEHICLES FOR A PERIOD OF ONE (1) YEAR.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: OLA IWANICKI I. APPROVED BY: DARLA WILD  
H. DATE: 11 APR 06 J. DATE: 12 APR 06

\*\*\*\*\*

A. CONTRACT LINE ITEM NO: 0091AA B. EXHIBIT: A C. CATEGORY:  
D. SYSTEM/ITEM: ILAV E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A005 2. TITLE OF DATA ITEM: TRAINING PLAN AND TRAINING MATERIALS  
3. SUBTITLE: TRAINING PLAN AND MATERIALS  
4. AUTHORITY: DI-ILSS-80872(T) 5. CONTRACT REFERENCE: C.5.3.3 6. REQUIRING OFFICE: AMSTA-LC-TA  
7. DD250 REQ: DD250 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: AS REQUIRED  
11. AS OF DATE: 12. DATE OF FIRST SUB: SEE BLOCK 16 13. DATE OF SUBS.SUB: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES:	B. COPIES	DRAFT	FINAL
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	COR	TBD	1	1
	ACO	TBD	1	1
	b) COR	TBD		1
	c) EACH STUDENT			
	COR	TBD		<u>1</u>
		15. TOTAL:	3	5

16. REMARKS:  
a) THE TRAINING PLAN IS DUE 15 DAYS AFTER CONTRACT AWARD. FOR EACH TYPE OF TRAINING (OPERATOR/DRIVE AND MAINTENANCE), THE PLAN WILL INCLUDE THE NUMBER OF INSTRUCTORS PER CLASS, THE ACTIVITIES TO BE INCLUDED WITHIN EACH CLASS, THE AMOUNT OF CLASS ROOM TRAINING, THE AMOUNT OF HANDS-ON TRAINING, THE NUMBER OF VEHICLES REQUIRED FOR THE TRAINING, THE DURATION OF THE CLASS, END OF COURSE EVALUATION FORMAT/PLAN, THE END OF COURSE STUDENT ACHIEVEMENT CERTIFICATE, AND ANY OTHER ASPECTS OF THE CONTRACTORS TRAINING PLAN. ANY POST-AWARD REVISIONS WILL REQUIRE SUBMISSION OF A REVISED PLAN.

b) THE DRAFT TRAINING MATERIALS ARE DUE 30 DAYS AFTER CONTRACT AWARD TO THE COR FOR REVIEW AND APPROVAL. PACKAGE WILL CONTAIN ALL

INSTRUCTORS NOTES, PLAN OF INSTRUCTION, STUDENT HAND OUTS, STUDENT GUIDES, SLIDES, REFERENCE MATERIAL AND MEDIA USED IN THE CLASS. INSTRUCTOR GUIDE AND STUDENT GUIDE WILL BE IN ENGLISH AND ARABIC.

c) TRAINING PACKAGE WILL CONTAIN ALL INSTRUCTORS NOTES, PLAN OF INSTRUCTION, STUDENT HANDOUTS, STUDENT GUIDES, AND SLIDES USED IN THE CLASS. THE MATERIALS ARE DUE AT START OF CLASS. TRAINING PACKAGE WILL BE IN ENGLISH AND IN ARABIC. THE MATERIALS ARE DUE AT START OF CLASS. A STUDENT GUIDE AND INSTRUCTOR GUIDE WILL BE PROVIDED TO EACH STUDENT UPON COMPLETION OF COURSE. THE CONTRACTOR SHALL PROVIDE SIX (6) COMPACT DISKS (CD's) OF THE STUDENT GUIDE AND INSTRUCTOR GUIDE IN BOTH ENGLISH AND IN ARABIC. DELIVERY OF THESE CD's ARE AS FOLLOWS: FIVE (5) TO THE MAINTENANCE SHOP AND ONE (1) TO THE COR AT THE END OF THE TRAINING COURSES.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: OLA IWANICKI

I. APPROVED BY: DARLA WILD

H. DATE: 11 APR 06

J. DATE: 12 APR 06

\*\*\*\*\*

A. CONTRACT LINE ITEM NO: 0091AA

B. EXHIBIT: A

C. CATEGORY:

D. SYSTEM/ITEM: ILAV

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A006

2. TITLE OF DATA ITEM: FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT

3. SUBTITLE: CORRECTIVE ACTION REPORT

4. AUTHORITY: DI-RELI-81315

5. CONTRACT REFERENCE: C.3.1.1

6. REQUIRING OFFICE: AMSTA-LC-TA

7. DD250 REQ: DD250

8. APP CODE:

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: AS REQUIRED

11. AS OF DATE:

12. DATE OF FIRST SUB: SEE BLOCK 16

13. DATE OF SUBS.SUB: SEE BLOCK 16

14. DISTRIBUTION

A. ADDRESSEES:

B. COPIES DRAFT FINAL

a) TACOM PCO	franzenn@tacom.army.mil	1	1
AMSTA-LC-TA	whiteaker@tacom.army.mil		1
COR	TBD	1	1
ACO	TBD		1

15. TOTAL: 2 4

16. REMARKS: THE CONTRACTOR SHALL RESPOND ELECTRONICALLY TO ALL CRITICAL, MAJOR, AND MINOR INCIDENTS WITH FAILURE ANALYSIS CORRECTIVE ACTION REPORTS (FACARS) WITHIN THREE DAYS FOR CRITICAL, FIVE DAY FOR MAJOR, AND TEN DAYS FOR MINOR INCIDENTS FROM THE DATE OF RECEIPT. THE CONTRACTOR SHALL RESPOND TO INFORMATIONAL INCIDENTS ONLY UPON OUR REQUEST. FOR EACH TIR REQUIRING A CORRECTIVE ACTION, THE CONTRACTOR SHALL PROVIDE THE CORRECTIVE ACTION DATA BY E-MAIL IN THE CORRECT (FACAR) FORMAT. THE GOVERNMENT WILL REVIEW EACH OF THE CONTRACTOR'S RESPONSES FOR ADEQUATE ANALYSIS. IF THE GOVERNMENT REJECTS A RESPONSE, THE CONTRACTOR SHALL SUBMIT A REVISION WITHIN FIVE CALENDAR DAYS.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: MICHELLE VANHOECK

I. APPROVED BY: DAVID KRAWCHUCK

H. DATE: 17 APR 06

J. DATE: 17 APR 06

\*\*\*\*\*

A. CONTRACT LINE ITEM NO: 0091AA

B. EXHIBIT: A

C. CATEGORY:

D. SYSTEM/ITEM: ILAV

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A007

2. TITLE OF DATA ITEM: VEHICLE MANUALS

3. SUBTITLE: VEHICLE MANUALS

4. AUTHORITY:

5. CONTRACT REFERENCE: C.5.5.1

6. REQUIRING OFFICE: AMSTA-LC-TA

7. DD250 REQ: LETTER

8. APP CODE:

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: AS REQUIRED

11. AS OF DATE:

12. DATE OF FIRST SUB: SEE BLOCK 16

13. DATE OF SUBS.SUB: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES:	B. COPIES	DRAFT	FINAL
	EACH DELIVERED ILAV			1
	ILAV MAINTENANCE SHOP		5	5
	COR	TBD	<u>1</u>	<u>1</u>
		15. TOTAL:	6	6

16. REMARKS: THE CONTRACTOR SHALL PROVIDE STANDARD COMMERCIAL OPERATORS MANUALS WITH EACH VEHICLE IN BOTH ENGLISH AND ARABIC. THESE OPERATORS MANUALS SHALL ACCOMPANY EACH DELIVERED VEHICLE.

THE CONTRACTOR SHALL PROVIDE FIVE (5) HARD COPY MANUALS SETS IN BOTH ENGLISH AND ARABIC, EACH SET CONSISTING OF ONE (1) EACH OF THE STANDARD COMMERCIAL MANUALS AND SUPPLEMENTS AS FOLLOWS: OPERATORS; SERVICE/MAINTENANCE; ARMOR CARE & MANINTENANCE; AND PARTS.

THE CONTRACTOR SHALL ALSO PROVIDE SIX (6) COMPACT DISKS (CD's), EACH DISK CONTAINING ONE COMPLETE MANUAL SET IN BOTH ENGLISH AND ARABIC.

THE MANUAL SETS SHALL BE DELIVERED NO LATER THAN SIXTY (60) DAYS AFTER CONTRACT AWARD. DELIVERY OF THESE MANUAL SETS SHALL BE AS FOLLOWS: FIVE (5) CD's AND THE FIVE (5) HARD COPY SETS ARE TO BE FURNISHED TO THE ILAV MAINTENANCE SHOP AT A LOCATION TO BE DETERMINED IN IRAQ IN BOTH ENGLISH AND ARABIC; AND (1) CD SHALL BE PROVIDED TO THE COR. THE MANUALS PROVIDED TO THE MAINTENANCE SHOP IN IRAQ, SHALL BE LEFT AT THAT LOCATION AT THE CONCLUSION OF THE PERFORMANCE PERIOD.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
G. PREPARED BY: OLA IWANICKI	I. APPROVED BY: DARLA WILD
H. DATE: 18 APR 06	J. DATE: 18 APR 06

**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 001

**PAGE** 1

ATTACHMENT 001 SPECIFICATIONS, is not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is updated and replaced within the solicitation posted at W56HZV-06-R-V001 Amendment 0004.



**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 002

**PAGE** 1

ATTACHMENT 002 TECHNICAL INFORMATION QUESTIONNAIRE, is not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is updated and replaced within the solicitation posted at W56HZV-06-R-V001 Amendment 0004.

**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 003

**PAGE** 1

ATTACHMENT 003 DELIVERY QUESTIONNAIRE, is not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is replaced in its entirety within the solicitation posted at W56HZV-06-R-V001 Amendment 0001.

**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 004

**PAGE** 1

ATTACHMENT 004 SMALL BUSINESS PARTICIPATION QUESTIONNAIRE, is not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is contained within the solicitation posted at W56HZV-06-R-V001.

**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 005

**PAGE** 1

ATTACHMENT 005 PRICING QUESTIONNAIRE, is not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is replaced in its entirety within the solicitation posted at W56HZV-06-R-V001 Amendment 0001.

**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 006

**PAGE** 1

ATTACHMENT 006 ILAV SHAKEDOWN TEST PLAN, is not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is updated and replaced within the solicitation posted at W56HZV-06-R-V001 Amendment 0002.

**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 007

**PAGE** 1

ATTACHMENT 007 DATA ITEM DESCRIPTION FOR CDRLS FOR EXHIBIT A (A001-A005), are not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is replaced in its entirety within the solicitation posted at W56HZV-06-R-V001 Amendment 0001.

**PIIN/SIIN** W56HZV-06-R-V001

**MOD/AMD**

**ATT/EXH ID** Attachment 008

**PAGE** 1

ATTACHMENT 008 ILAV PRODUCTION VEHICLE ACCEPTANCE TEST PLAN is not available within the electronic solicitation document, but can be obtained from the TACOM website at <http://contracting.tacom.army.mil/ilav/ilav/htm>. It is added in its entirety within the solicitation posted at W56HZV-06-R-V001 Amendment 0002.